

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Motorola Solutions, Inc. (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Technology Services and Security <b>MMARS Department Code:</b> ITD	
<b>Legal Address: (W-9, W-4):</b> 500 W Monroe St. Suite 4400, Chicago, IL 60661		<b>Business Mailing Address:</b> 1 Ashburton Place, Eighth Floor, Boston, MA 02108	
<b>Contract Manager:</b> Jim Dowling	<b>Phone:</b> 513.292.0805	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jdowling@motorolasolutions.com	<b>Fax:</b>	<b>Contract Manager:</b> Scott Bailey	<b>Phone:</b> 617.835.0856
<b>Contractor Vendor Code:</b> VC6000239139		<b>E-Mail:</b> scott.w.bailey@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> PC-ITD-2022MOTOROLAPCR00341 <b>RFR/Procurement or Other ID Number:</b> RFR PCR-21-00341 (BD-21-1060-ITD00-ITD00-55256) and RFR PCR-20-01306 (BD-20-1060-ITD00-ITD00-52384)	
<p style="text-align: center;"><u><b>X</b></u> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<p style="text-align: center;"><u>      </u> <b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$97,632,394.00.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days <b>3%</b> PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Executive Office of Technology Services and Security ("EOTSS"), on its own behalf and on behalf of the Commonwealth of Massachusetts, is entering into an Agreement with Motorola Solutions, Inc. ("Motorola") for the Commonwealth of Massachusetts Interoperable Radio System Modernization Project. Further details regarding the purpose, fiscal year(s), and a description of the scope of performance are provided in the Statement of Work signed by EOTSS and Motorola and attached hereto.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2028</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the <b>"Effective Date"</b> of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Patty Holtschneider</u> Date: <u>Nov 9, 2021</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Patty Holtschneider</u> Print Title: <u>Strategic Project Vice President, Motorola Solutions, Inc.</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Curtis M. Wood</u> Date: <u>Nov 9, 2021</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Curtis M. Wood</u> Print Title: <u>Secretary/Commonwealth CIO</u>	



## COMMONWEALTH TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS

This Commonwealth Terms and Conditions for Information Technology Contracts ("IT Terms and Conditions") form is jointly issued by the Executive Office of Technology Services and Security (EOTSS), the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors to govern Contracts subject to the object codes for information technology, as defined by the Office of the Comptroller's [Expenditure Classification Handbook](#), or other Contracts as expressly approved in writing by EOTSS, ANF, OSD, and CTR. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form shall be void. Upon execution of the Standard Contract Form and filing as prescribed by the Office of the Comptroller, these IT Terms and Conditions will be incorporated by reference into any Contract for IT commodities or services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. The Commonwealth's possession, installation, or use of proprietary IT commodities or services, developed by Contractor for the open market without the use of State funds, shall not transfer title or ownership thereof to the Commonwealth. A "Contract" shall mean, in the following order of priority: (i) these IT Terms and Conditions; (ii) the Standard Contract Form issued jointly by ANF, CTR and OSD, and the Standard Contract Form Instructions and Contractor Certifications; (iii) the Request for Response (RFR) or applicable solicitation document, as it may be amended by the Department; (iv) the Contractor's response to the RFR or applicable solicitation document, as it may be amended by the Department and Contractor, including any negotiated terms and conditions allowable pursuant to law or regulation; (v) a solicitation created by the Department for a particular engagement such as a Request for Quote (RFQ), as it may be amended by the Department; (vi) any negotiated terms and conditions governing a particular engagement, as expressly agreed to in writing between the Department and the Contractor; and (vii) the Contractor's response to the Department's solicitation.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. The Department may, in its sole discretion, agree to pre-payment for subscription-based IT commodities or services for a term length as specified in the Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) of 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may, without penalty, terminate or suspend a Contract: (i) without cause; (ii) if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract; (iii) in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract; or (iv) in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price



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increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality, Privacy, and Protection of Data.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data" and shall comply with M.G.L. c. 93H if the Contractor accesses "personal information." The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems. See also the Commonwealth's Standard Contract Form and the Enterprise Security Policies and Standards: <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor. Upon prompt written notice to the Contractor, the Department may assign or delegate, in whole or

in part, or transfer any liability, responsibility, obligation, duty or interest under a Contract, to another Department, provided that the assignee has agreed to take full responsibility of such Contract, liability, responsibility, obligation, duty or interest.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these IT Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Contractor shall be responsible for the acts and omissions of its subcontractors. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Liability.** Unless otherwise exempted by law, and subject to Section 13, the Contractor shall be liable for any and all claims, liabilities, and costs which arise out of the Contractor's performance of a Contract.

**12. Indemnification.** The Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees, against any and all claims, liabilities, and costs for personal injury, property damage, or infringement of intellectual property rights, (each, an "Unlimited Claim"), and all claims, liabilities, and costs, in connection with a security or data breach, or unauthorized disclosure of data, (each, a "Data Breach"), and other claims, liabilities, and costs, which arise out of Contractor's performance of a Contract. After prompt notification by the State, the Contractor shall have an opportunity to participate in the defense of claims and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this Section 12. The Contractor (including its agents, officers, employees or subcontractors) shall at no time be considered an agent or representative of the Department or the State. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**13. Limitation of Liability.** Absent a higher limitation of liability expressly agreed to in a particular Contract between the Department and the Contractor, the limitation of liability in this



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Section 13 shall apply. This Section 13 shall not limit the State's right of recovery for the Contractor's indemnification obligations for an Unlimited Claim under Section 12, nor the State's ability to join the Contractor as a third-party defendant in connection with an Unlimited Claim or Data Breach. The Contractor's liability for any Data Breach shall not exceed the greater of: (i) \$250,000; (ii) the amount mandated by applicable State or Federal law; (iii) five times the total value of the Contract (or in the case of subscription-based Contracts, five times the total value of the Contract during the committed subscription term); or (iv) the total coverage provided by Contractor's insurance provider(s) for such Data Breach. The Contractor's liability for any other claim shall not exceed the greater of: (i) \$100,000; or (ii) two times the total value of the Contract (or in the case of subscription-based Contracts, two times the total value of the Contract during the committed subscription term). Except for the Contractor's indemnification obligations for an Unlimited Claim or Data Breach under Section 12, the Contractor shall not be liable for incidental or consequential damages, including without limitation, loss of use of equipment, lost revenue, lost savings or lost profits of the State.

**14. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**15. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**16. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in State court in Massachusetts, unless a federal court in Massachusetts has

exclusive jurisdiction thereof. The Department, with the approval of the Office of the Attorney General (AGO), may: (i) consent to the jurisdiction of federal courts outside of Massachusetts; or (ii) agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation with the Contractor. No legal or equitable rights of the parties shall be limited by this section.

**17. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these IT Terms and Conditions, as officially published by EOTSS, ANF, CTR and OSD, or any printed language of the Standard Contract Form shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these IT Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these IT Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor.

**IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these IT Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.**



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STATEMENT OF WORK  
BETWEEN  
COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND  
SECURITY  
AND  
MOTOROLA SOLUTIONS, INC.  
FOR THE  
COMMONWEALTH OF MASSACHUSETTS INTEROPERABLE RADIO SYSTEM MODERNIZATION

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## 1. INTRODUCTION

The following document will serve as a Statement of Work ("SOW") between Commonwealth of Massachusetts Executive Office of Technology Services and Security ("Agency" or "EOTSS") on its own behalf and on behalf of the Commonwealth of Massachusetts, and Motorola Solutions, Inc. ("Contractor" or "Motorola") governing Contractor's work on the Commonwealth of Massachusetts Interoperable Radio System Modernization Project. The Commonwealth and Motorola may each be referred to as a "Party" or collectively as the "Parties." The Parties agree that this SOW is an amendment to the template Statement of Work attached to the Request for Response #BD-21-1060-ITD00-55256 ("RFR") and constitutes "additional negotiated terms" agreed to by EOTSS and Contractor made using the process outlined in 801 CMR 21.07, that will take precedence over the relevant terms in the RFR and the Contractor's Response. The entire agreement (the "Agreement") between the Parties consists of the following documents, in the following order of precedence. In the event of a conflict, the document of higher precedence shall govern.

- 1) the Commonwealth Terms and Conditions for Information Technology Contracts;
- 2) the Commonwealth Standard Contract Form and Standard Contract Form Instructions and Contractor Certifications;
- 3) RFR PCR-21-00341 and RFR PCR-20-01306 (collectively, the "RFR"), including any amendments or clarifications made by the Commonwealth;
- 4) this Statement of Work, as it may be amended from time to time, and all Appendices and Attachments hereto: see Attachment 1 and all documents referenced therein;
- 5) other agreements negotiated between, and executed by, the Parties including without limitation Task Orders and Change Orders;
- 6) the Bidder's response to RFR PCR-21-00341 (including all amendments thereto and responses to requests for clarification or requests for best and final offer); and
- 7) the Bidder's response to the CoMIRS Modernization Part 1 RFR (including all amendments thereto and including the Non-Disclosure Agreement (COMMBUYS No. BD-20-1060-ITD00-ITD00-52384, PCR-20-01306).

## 2. DEFINITIONS

The following terms shall have the following meanings. All other terms used in this SOW shall have the meaning ascribed to them in the other documents that constitute the Agreement.

**"Deliverable"** means any work product that Contractor delivers for the purposes of fulfilling its obligations to the Commonwealth.

**"Task"** means a material activity engaged in by Contractor for the purpose of fulfilling its obligations to the Commonwealth.

**“Task Order”** (“TO”) means an amendment to this SOW that specifies Allowances and Tasks or Deliverables to be completed by Contractor within a specified time period.

### **3. EFFECTIVE DATE AND TERM**

This SOW’s term (the “Term”) begins on the date on that it is executed by both Parties (the “Effective Date”) and shall terminate on June 30, 2028 (“Termination Date”) unless extended or renewed via written amendment executed by the Parties. Notwithstanding the foregoing, the Warranty Period as defined in this SOW shall continue for a period of two (2) years following the completion, acceptance, and go-live of IS-1. This Agreement will continue to govern Motorola and its provision of services during the Warranty Period even if such services are provided after the Termination Date.

### **4. PROJECT BACKGROUND AND OVERVIEW (see also IS1 System Description in Bidder’s response to RFR PCR-21-00341)**

The Commonwealth of Massachusetts Interoperable Radio System (CoMIRS) is a statewide radio network that supports the daily communications needs for 245 public safety and transportation agencies throughout the Commonwealth. Combined, those 245 agencies have nearly 30,000 active users on the system, with around 19,000 subscribers using the system on a mission-critical, operable basis. The remainder of the system subscribers use the CoMIRS system for interoperable communications for mutual aid, during planned events, and in responding to unplanned events. The Commonwealth’s Statewide Communication Interoperability Plan (SCIP) designates CoMIRS as the primary, statewide interoperable voice communications system for first responders.

The CoMIRS network has many significant system components that are over 20 years old and use technology no longer supported by the manufacturer. This un-supportability is the main driver for the system modernization under this SOW.

Additionally, the current radio network does not fully meet the operational needs of its existing users. As a patchwork network of analog and digital, users operating at the same incident often cannot communicate without the intervention of a system administrator or dispatch operator. Communications across analog and digital channels often have degraded voice quality. Many of the available advanced features, like remote programming and encryption, are not widely available.

Existing radio sites are in need of repair or replacement. Some heating, ventilation, and air conditioning (HVAC) units use R-22 refrigerant. This refrigerant product is available only in limited supply in the U.S. due to environmental impact. Generators that are over 20 years old also are present at many sites. Many sites require repairs to site grounding systems and fencing to maintain protection from electrical surges and provide site security. Towers may need to be structurally reinforced to support the added load of new equipment as older equipment will need to continue to be used for the next several years.

The Commonwealth will realize enormous benefits by replacing the CoMIRS analog network with a modern digital system under this SOW. The fundamental goal of the CoMIRS Modernization Project is to provide a reliable, long-term communications tool for public safety personnel to communicate seamlessly across the Commonwealth of Massachusetts and across public safety disciplines and operational jurisdictions. The CoMIRS modernization project will take place in two (2) phases, IS-1 and IS-2. This SOW details work to be completed in IS-1. Work to be completed under IS-2 will be agreed to by the Parties in the form of an amendment hereto.

The goals to be met by this modernization project were listed in the CoMIRS Modernization Part 2 RFR and include:

- **Mission Critical:** The radio system will work, when and where needed. The design for the new system will provide mission critical reliability and redundancy.
- **P25 Compliant:** It will be built on a standards-based, P25-compliant time-division multiple access (TDMA) radio platform. The new system will work with a broad range of public safety grade, P25-compliant subscriber units.

- Supported: It will be built on an infrastructure that is supported now and in the future.
- Improved Coverage: It will expand mobile and in-street portable voice coverage significantly for first responders and others throughout the State.
- Expands Usage Capacity: The new system will provide added capacity for anticipated increases in voice and data usage, as well as being able to address unanticipated future increases in usage. Increases in capacity and load will be accommodated without negatively affecting the grade of service and delivered audio quality of the system. Additional capacity is planned to be added to the new system in IS-2 and as an amendment to this SOW.
- Expands Channel Capacity: The new system will support more communications channels across more public safety agencies.
- Affordable: The build-out and the maintenance of the system will be affordable and financially predictable. All planning for the CoMIRS Modernization will be sustainable and achievable given available funding.
- Spectrum Efficient: Plans for the new system will make efficient use of limited available spectrum.
- Improved Coordination with E911 PSAPs: The modernized CoMIRS system will improve voice communications and coordination in response to public safety, health, and security incidents and emergencies reported to E911 PSAPs and other call takers.
- Implements Advanced Features: The modernized CoMIRS system will implement advanced, digital features like remote programming and rekeying and encryption.
- Economy of Scale: The investments made in the CoMIRS system will provide Commonwealth policymakers options for addressing the communications needs of other related systems and user groups.

Motorola was selected by an inter-agency SST to provide a solution that meets or exceeds the specifications of the RFR and provides the best value to the Commonwealth. The proposed solution is a 700/800 MHz, P25, Phase 1 and Phase 2 compliant digital IP Simulcast system. The solution includes the ASTRO 25 network, which provides the required Statewide and County Level portable coverage with 17 simulcast cells for efficient roaming and enhanced Grade of Service. Motorola will provide a fully redundant ASTRO 25 Master Site with geographic Dynamic System Resilience. Motorola's proposed ASTRO 25 core is easily scalable to accommodate all proposed Advanced Options and significant increases in usage.

#### OVERVIEW OF IS-1 RADIO FREQUENCY (RF) SYSTEM COMPONENTS:

##### ASTRO 25 Simulcast System

- 91 Simulcast RF Sub-sites (85 Simulcast RF sites, 6 ASR sites)
- 17 Simulcast Cells (Virtual Prime Technology)
- 6 Channels/Cell (G-Series Base Stations) (7 Channels/Cell for Western MA North and South)
- Designed for 700MHz and 800MHz.

##### Data Services

- Over the Air Rekeying (OTAR) w/ AES Encryption
- Over the Air Programming (OTAP)
- P25 Compliant Radio Authentication

##### Backhaul Network

- Aviat Ethernet Microwave Network
- Loop topology and/or diverse fiber technology to all sites
- Nokia SAR-8 MPLS Routing Technology

##### Dispatch Centers

- MCC7500 Refresh for all 81 Primary state-owned consoles

- Upgrade to AXS Dispatch Platform during Maintenance period.
- Highest level of interoperability for non-CoMIRS owned positions.

#### Civil Site Equipment (where applicable)

- MSBs (Motorola Standard Buildings) Public Safety Shelters
  - Cummins Generators
  - EITek DC Power System
  - Valmont Radio Towers
- Overview of Extended Warranty and Support Plan: a two-year Warranty Period beginning on the completion, acceptance, and go-live of IS-1, with five (5) years of post-warranty maintenance covering the following services:
    - System Software Maintenance Agreement
      - Commercially available upgrades of original software and firmware
      - Resolution of latent defects through bug-fixes and updates
    - 24/7/365 infrastructure support
      - 2-hour Dispatched on-site response
      - Infrastructure Repair
      - Network Security Monitoring
      - Security Update Service
      - Preventative Maintenance
      - Network Monitoring and Technical Support

Refer to the documents listed in Attachment 1 for additional details regarding the scope of the Statement of Work. DOC-01 includes a summary of the entire scope of IS-1. Site specific implementation needs are documented in DOC-02 and DOC-24. Planned coverage is depicted and summarized in DOC-04 and DOC-05, respectively. Network designs are depicted in DOC-06 and DOC-07. Equipment lists are included in DOC-26. Line-item equipment, services, and licensing for IS-1 are included in DOC-18. DOC-22 is a Gantt chart of the Motorola proposed project schedule.

## 5. FIXED PRICE TASKS AND DELIVERABLES

This section describes the Tasks to be completed by the Contractor, the Deliverables to be provided by the Contractor, the Milestones for payment under this SOW, and a timeline for delivery. A Task or Deliverable will be considered “complete” when all the acceptance criteria set forth in this SOW and related sections of the RFR and other agreements have been met. All written Deliverables shall be delivered in a format specified by the Commonwealth. All meetings shall be held on-premises at a location specified by the Commonwealth, unless mutually agreed to otherwise by the Project Managers.

This SOW will have both fixed priced and pre-approved, variably priced Tasks and Deliverables and associated payment milestones. The pre-approved, variably priced Tasks and Deliverables with associated payment milestones are herein referred to as “Allowances”. Each Allowance includes a total amount payable, or a not-to-exceed amount, which may not be increased except under an amendment to this SOW executed by the Parties. The complete listing of the Allowances’ fixed prices, Deliverables and payment milestones is described in Section 5.2 below.

### 5.1 Fixed Priced Deliverables and Payment Milestones

For the Fixed Price Tasks and Deliverables of this Agreement, the Contractor shall perform Tasks and deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before the Due Dates set forth in Table 1, unless mutually agreed to otherwise by the Project Managers. Upon acceptance by the Commonwealth of the Deliverables or Tasks, the amounts specified in Table 1 associated with each Deliverable or Task shall be payable to the Contractor, upon proper invoicing.



TABLE 1: FIXED PRICE TASKS AND DELIVERABLES

ID	Description	Metrics of Acceptance	Primary RFR Section	Fixed Cost	Estimated Due Date
<b>FIXED-1.00</b>	<b>System Setup</b>			<b>\$10,908,106.00</b>	
FIXED-1.01	Preliminary Design	Preliminary Design Package Accepted (Per REQ)	REQ 8-1	\$300,820.00	2022 Q1
FIXED-1.02	Final Design	Final Design Package Accepted (Per REQ)	REQ 8-2	\$601,640.00	2022 Q2
FIXED-1.03	Proof of Concept Testing	PoC ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-5	\$601,640.00	2002 Q4
FIXED-1.04	Training and Documentation	Training and Documentation Completed and Accepted (Per REQ)	REQ 8-9	\$150,410.00	2026 Q1
FIXED-1.05	Licenses (Year 1, no recurring)	Licenses Received and Accepted (Per REQ & CDR ATP)	REQ 1-7, various	\$9,253,596.00	2022 Q3
<b>FIXED-2.00</b>	<b>Integrations</b>			<b>\$2,784,989.00</b>	
FIXED-2.01	Integration 1 - Primary Consoles - Equipment	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-4	\$1,433,086.00	2025 Q3
FIXED-2.02	Integration 1 - Primary Consoles - Services	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-4	\$357,142.00	2025 Q3
FIXED-2.03	Integration 2 - Primary CSUBs - Equipment	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-3	\$219,320.00	2025 Q3
FIXED-2.04	Integration 2 - Primary CSUBs - Services	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-3	\$25,285.00	2025 Q3
FIXED-2.05	Integration 3 - NICE Logger - Equipment	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-5	\$156,468.00	2025 Q3
FIXED-2.06	Integration 3 - NICE Logger - Services	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-5	\$47,357.00	2025 Q3
FIXED-2.07	Integration 4 Verint Logger - Equipment	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-5	\$42,372.00	2025 Q3
FIXED-2.08	Integration 4 Verint Logger - Services	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-5	\$51,874.00	2025 Q3
FIXED-2.09	Integration 6 - GADI - Equipment	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-1, REQ 4-2	\$414,927.00	2025 Q3
FIXED-2.10	Integration 6 - GADI - Services	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 4-1, REQ 4-2	\$37,158.00	2025 Q3
<b>FIXED-3.00</b>	<b>Phase IS-1A Western MA</b>			<b>\$33,784,960.00</b>	
FIXED-3.01	System Staging and Delivery (25%)	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-3	\$8,446,240.00	2022 Q3

FIXED-3.02	System Installation (30%)	RF Equipment Installed and Accepted (Per REQ)	REQ 8-4	\$10,135,488.00	2022 Q4
FIXED-3.03	Functional Acceptance Testing (7.5%)	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$2,533,872.00	2022 Q4
FIXED-3.04	Coverage Acceptance Testing (7.5%)	CATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$2,533,872.00	2023 Q1
FIXED-3.05	Punchlist Resolution (5%)	Punchlist Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$1,689,248.00	2023 Q1
FIXED-3.06	Final Acceptance (15%)	Final ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-7	\$5,067,744.00	2023 Q1
FIXED-3.07	Cutover (10%)	Cutover Completed and Accepted (Per REQ)	REQ 8-8	\$3,378,496.00	2023 Q1

<b>FIXED-4.00</b>	<b>Phase IS-1B Southeast MA</b>			<b>\$14,689,114.00</b>	
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FIXED-4.01	System Staging and Delivery (25%)	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-3	\$3,672,278.00	2023 Q3
FIXED-4.02	System Installation (30%)	RF Equipment Installed and Accepted (Per REQ)	REQ 8-4	\$4,406,734.00	2023 Q4
FIXED-4.03	Functional Acceptance Testing (7.5%)	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$1,101,684.00	2023 Q4
FIXED-4.04	Coverage Acceptance Testing (7.5%)	CATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$1,101,684.00	2024 Q1
FIXED-4.05	Punchlist Resolution (5%)	Punchlist Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$734,456.00	2024 Q1
FIXED-4.06	Final Acceptance (15%)	Final ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-7	\$2,203,367.00	2024 Q1
FIXED-4.07	Cutover (10%)	Cutover Completed and Accepted (Per REQ)	REQ 8-8	\$1,468,911.00	2024 Q1

<b>FIXED-5.00</b>	<b>Phase IS-1C Northeast MA and Metro Boston</b>			<b>\$7,344,558.00</b>	
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FIXED-5.01	System Staging and Delivery (25%)	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-3	\$1,836,139.00	2024 Q2
FIXED-5.02	System Installation (30%)	RF Equipment Installed and Accepted (Per REQ)	REQ 8-4	\$2,203,367.00	2024 Q4
FIXED-5.03	Functional Acceptance Testing (7.5%)	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$550,842.00	2024 Q4
FIXED-5.04	Coverage Acceptance Testing (7.5%)	CATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$550,842.00	2025 Q1
FIXED-5.05	Punchlist Resolution (5%)	Punchlist Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$367,228.00	2025 Q1
FIXED-5.06	Final Acceptance (15%)	Final ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-7	\$1,101,684.00	2025 Q1
FIXED-5.07	Cutover (10%)	Cutover Completed and Accepted (Per REQ)	REQ 8-8	\$734,456.00	2025 Q1

<b>FIXED-6.00</b>	<b>Phase IS-1D Central MA</b>			<b>\$7,344,558.00</b>	
Fixed-6.01	System Staging and Delivery (25%)	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-3	\$1,836,139.00	2025 Q2
Fixed-6.02	System Installation (30%)	RF Equipment Installed and Accepted (Per REQ)	REQ 8-4	\$2,203,367.00	2025 Q3
Fixed-6.03	Functional Acceptance Testing (7.5%)	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$550,842.00	2025 Q4
Fixed-6.04	Coverage Acceptance Testing (7.5%)	CATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$550,842.00	2026 Q1
Fixed-6.05	Punchlist Resolution (5%)	Punchlist Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$367,228.00	2026 Q1
Fixed-6.06	Final Acceptance (15%)	Final ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-7	\$1,101,684.00	2026 Q1
Fixed-6.07	Cutover (10%)	Cutover Completed and Accepted (Per REQ)	REQ 8-8	\$734,456.00	2026 Q1
<b>FIXED-7.00</b>	<b>Phase IS-1 Worcester City</b>			<b>\$2,299,555.00</b>	
FIXED-7.01	System Staging and Delivery (25%)	Staging ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-3	\$574,889.00	2025 Q2
FIXED-7.02	System Installation (30%)	RF Equipment Installed and Accepted (Per REQ)	REQ 8-4	\$689,866.00	2025 Q3
FIXED-7.03	Functional Acceptance Testing (7.5%)	ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$172,467.00	2025 Q4
FIXED-7.04	Coverage Acceptance Testing (7.5%)	CATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$172,467.00	2026 Q1
FIXED-7.05	Punchlist Resolution (5%)	Punchlist Completed and Accepted (Per REQ & CDR ATP)	REQ 8-6	\$114,978.00	2026 Q1
FIXED-7.06	Final Acceptance (15%)	Final ATP Completed and Accepted (Per REQ & CDR ATP)	REQ 8-7	\$344,933.00	2026 Q1
FIXED-7.07	Cutover (10%)	Cutover Completed and Accepted (Per REQ)	REQ 8-8	\$229,955.00	2026 Q1
<b>TOTAL FIXED PRICE</b>				<b>\$79,155,840.00</b>	

## **5.2 Allowance Deliverables and Payment Milestones**

For the Allowance Tasks and Deliverables of this Agreement, the Contractor may, with the written preapproval of the Commonwealth Project Manager, perform Tasks and deliver Deliverables in conformance with the Description and Definition set forth in Table 2 and following the approval provisions set forth below.

### **5.2.1 Approved Allowances**

Table 2 below lists the categories of approved Allowances and defines each specific approved Allowance type under this SOW. Allowances may be completed in iterations over time as dictated by project needs and Section 5.2.2 hereof. Each Allowance type may have multiple approved payments.

Allowances are grouped into three categories (ALLOW-1.00 Site Civil Improvements, ALLOW-2.00 Project Implementation Activities, and ALLOW-3.00 Backhaul Improvements), as shown in Table 2. Total expenditures within a category may not exceed the total amount allocated for that Allowance category (shown in Table 2 as the "Not to Exceed Amount") unless specifically authorized by a signed amendment to this SOW. For example, aggregate expenditures for Allowances 2.01, 2.02, and 2.03 may not exceed \$195,051.

**TABLE 2: ALLOWANCE TASKS AND DELIVERABLES**

<b>ID</b>	<b>Category/Type</b>	<b>Definition</b>	<b>Not to Exceed Amount</b>	<b>Estimated Due Date</b>
<b>ALLOW-1.00</b>	<b>Site Civil Improvements</b>		<b>\$16,770,911.00</b>	
ALLOW-1.01	Site Access/Staging	This allowance is an estimate of the cost for: - special delivery equipment (i.e. transloading, pull shelter up with dozer, etc.) if required to deliver the materials and equipment to the site. - construct/develop (i.e. clearing, grading, stone) a staging and laydown area - roadway improvements for the delivery of site equipment		Various (Q3 2022 to Q4 2025)
ALLOW-1.02	Removal of rock	An assumption in the Contractors proposal is rock will not be encountered when excavating to construct the proposed new tower foundations. This allowance is an estimate of the cost for excavating rock at the sites, should it be required by site conditions.		Various (Q1 2023 to Q4 2024)
ALLOW-1.03	Existing Conditions (Hand Digging)	This allowance is an estimate of the cost for extensive hand digging where excavation is required to install new site components in existing compounds.		Various (Q3 2022 to Q4 2025)
ALLOW-1.04	Tower Foundation Remediation	This allowance is an estimate of the cost required to; - Provide for additional investigation (i.e. excavation, soil boring) and testing (dispersive wave testing, ground penetrating radar) in order to determine the type, size and make up of the existing foundation. - Engaging a structural engineer to develop a remedial design. - Conducting the remedial work required and as detailed in the remedial design.		Various (Q3 2022 to Q4 2025)
ALLOW-1.05	Structure Reinforcement	This allowance is an estimate of the cost for remediation of the steel portion of the tower in the event they fail a structural analysis with the new loading proposed or if they are currently in an overloaded condition.		Various (Q3 2022 to Q4 2025)
ALLOW-1.06	Grounding Upgrades	This allowance is an estimate of the cost to repair deficiencies identified when the ground systems are tested and fail to meet the 5 ohms of resistance requirement. This can include repairing deteriorated cadwelds, replacing conductors or adding bonding conductors that might be required due to inadequate grounding.		Various (Q3 2022 to Q4 2025)

ALLOW-1.07	Soil resistance upgrade	This allowance is an estimate of the cost if the site requires enhancements to the soil (i.e. terrafill) or to the grounding design (i.e. chemical rods, additional radials, etc) in order to try and achieve the 5 ohm requirement.	Various (Q1 2023 to Q4 2024)
ALLOW-1.08	Electrical service upgrades	This allowance is an estimate of the cost to upgrade the electrical service on the shelter side of the utility meter to support the new LMR system	Various (Q3 2022 to Q4 2025)
ALLOW-1.09	Floor loading upgrades	This allowance is an estimate of the cost for providing a steel plate to redistribute the weight load so it does not exceed the floor structural capacity.	Various (Q3 2022 to Q4 2025)
ALLOW-1.10	NEPA findings	This allowance is an estimate of the cost if additional assessments and evaluations are required (i.e. tribal reviews, test pits) to further investigate a suspected adverse condition and what might be required to remediate that condition.	Various (Q1 2023 to Q4 2024)
ALLOW-1.11	Regulatory/Environmental (i.e. NEPA, Lead Paint))	This allowance is an estimate of the cost if a full NEPA was not performed at an RF site and is now required. This also includes an estimate of the cost if lead paint testing is required and abatement is needed to complete the scope of work proposed (i.e installation of antennas on painted towers).	Various (Q3 2022 to Q4 2025)
ALLOW-1.12	Implementation (OT, Preferred Contractors)	The Contractor has assumed that all work can occur during normal business hours (Monday thru Friday, 7:30 a.m. to 5:00 p.m.). This allowance is an estimate of the cost for working overtime at the Brewster SBA site, should it be needed.	Various (Q3 2022 to Q4 2025)
<b>ALLOW-2.00</b>	<b>Project Implementation Activities</b>		<b>\$195,051.00</b>
ALLOW-2.01	FCC RF Site Licensing	This allowance covers the services to update existing spectrum licensing with the FCC based on the final/implemented design of the system.	Q1 2026
ALLOW-2.02	Permitting/Zoning/Inspections	This allowance is an estimate of the cost if the waiver to the zoning requirements at sites is not obtained and additional efforts will be required (i.e. redesign, participation in meetings/reviews, etc.) in order to obtain waivers.	Various (Q3 2022 to Q4 2025)



ALLOW-2.03	Training Subscription	This allowance allows the Commonwealth to purchase Motorola's Learning Service subscription for CoMIRS technical/operational resources to have on-demand access to the ASTRO Learning Hub. Licenses are renewed annually.	Annual (\$5,750)
<b>ALLOW-3.00</b>	<b>Backhaul Improvements</b>		<b>\$1,510,592.00</b>
ALLOW-3.01	Fiber Buildout	This allowance is for the estimated scope associated with routing the new 1-1/2" HDPE (High-density polyethylene) conduits and associated handholes from the public right-of-way (using existing aerial or trench pathways) to the estimated shelter location in the compound.	Various (Q3 2022 to Q4 2025)
<b>Totals:</b>	<b>Totals:</b>		<b>\$18,476,554.00</b>

### **5.2.2 Approval of Payments for Allowances**

Allowances will be managed with the creation of one or more Task Orders subject to this Statement of Work. Each Task Order will include, but not be limited to, the following:

- Task Order unique number and title
- Key procurement and SOW identifiers
- Description of the need for the Task Order
- Description of major activities to be conducted
- Listing of which Allowance(s) are being requested for funding (e.g., TO for site improvements at Sites ABC and DEF requires 1.02 “removal of rock” and 1.3 “hand digging”)
- Line-item cost of each Allowance being requested for funding
- Mapping of Allowance costs to sites, if applicable
- Listing and definition of each proposed deliverable
- Listing and definition of each payment milestone (including amount or percentage of total Task Order funding to be paid upon Commonwealth approval of the completed milestone) and due dates
- Listing of milestone approval criteria
- Listing of Contractor and Commonwealth responsibilities for the TO

Multiple Allowances may be included in the same Task Order. A single Task Order may span multiple sites and project activities.

The Commonwealth Project Manager must approve all Task Orders. Task Orders must be signed by the Contractor Project Managers and Commonwealth-approved designee prior to the commencement of services allocated to the applicable Allowances. The Contractor will maintain a repository of all approved Task Orders and will manage and report on the status of each TO as part an integrated part of the overall project.

Allowance pricing provided in Table 2 represents the total amount due for each Allowance. The Allowance pricing includes a reimbursement payment for the cost of pass-through items/services plus 18% margin and a payment for the costs of engineering and project management work based on approved contract rates. Motorola will report to the Commonwealth the total amount spent by Motorola for the pass-through items/services in connection with each Allowance.

A template for these Task Orders will be agreed upon by both Parties as part of on-going project management activities.

## **5.3 MAINTENANCE**

The Contractor and the Commonwealth have negotiated services and costs for Maintenance of the CoMIRS+P25 system for five (5) years following the end of Warranty services. Triggers for the transition from Warranty services to Maintenance services are described in the CoMIRS Modernization Part 2 RFR. The Commonwealth must authorize the start of Maintenance services in writing in the form of a written, executed agreement or Statement of Work.

The schedule below (Table 3) lists negotiated Maintenance costs for the CoMIRS+P25 system based on the scope of the system. Pricing for maintenance services for the Worcester City cell have been separately priced and also included in Table 3. This schedule presumes the end of Warranty services in the second quarter of 2028. Funding for Maintenance is subject to appropriation. In the event that sufficient funding is not appropriated for Maintenance, the Commonwealth and Motorola will engage in good faith negotiations to re-price the annual Maintenance costs, services, and schedule.

Motorola will offer the Maintenance services at the costs detailed in Table 3 below. Such services and costs will be provided to the Commonwealth if Motorola and the Commonwealth enter into a maintenance agreement no later than one (1) month after the Warranty Period. The effective date of such maintenance

agreement will be the day after the date on which the Warranty Period ends. For the avoidance of doubt, this Section 5.3 shall continue in effect for a period of one (1) month after the Warranty Period ends.

**TABLE 3: MAINTENANCE SCHEDULE**

<b>CoMIRS+P25 IS-1 Maintenance Cost Schedule</b>					
<b>Year</b>	<b>2028 (Q2)</b>	<b>2029 (Q2)</b>	<b>2030 (Q2)</b>	<b>2031 (Q2)</b>	<b>2032 (Q2)</b>
Year 1	\$ 4,749,388.00				
Year 2		\$ 4,871,659.00			
Year 3			\$ 4,997,650.00		
Year 4				\$ 5,127,525.00	
Year 5					\$ 5,248,921.00
				<b>5 Year Total</b>	<b>\$ 24,995,143.00</b>
<b>Worcester Maintenance Cost Schedule</b>					
<b>Year</b>	<b>2028 (Q2)</b>	<b>2029 (Q2)</b>	<b>2030 (Q2)</b>	<b>2031 (Q2)</b>	<b>2032 (Q2)</b>
Year 1	\$307,761.98				
Year 2		\$312,254.60			
Year 3			\$316,878.07		
Year 4				\$321,646.93	
Year 5					\$326,561.18
				<b>5 Year Total</b>	<b>\$ 1,585,102.76</b>

Details for covered warranty services are included the Contractor's response to the RFR, as amended, and in the attachments to this SOW (see Attachment 1). Detailed pricing is included in the Contractor's revised IS-1 Cost Proposal workbook on tab IS-1 Maintenance (Attachment 1, DOC-18).

## **6 KEY PERSONNEL**

### **6.1 Commonwealth Project Manager(s)**

Scott Bailey ([scott.w.bailey@mass.gov](mailto:scott.w.bailey@mass.gov)) will serve as the Agency Project Manager and Commonwealth Project Manager ("PM") and will: (i) work closely with the Contractor PM to ensure successful completion of the project; (ii) consult with Contractor PM to develop the Project Management Plan; (iii) review weekly status reports and schedule weekly meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire Commonwealth project team members as needed; and (vi) coordinate the Commonwealth's review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

Matthew Barstow ([matthew.barstow@pol.state.ma.us](mailto:matthew.barstow@pol.state.ma.us)) will serve as the Massachusetts State Police Technical Lead ("MSP Technical Lead") and will: (i) work closely with the Commonwealth PM and Contractor PM to ensure successful completion of the project; (ii) consult with the Commonwealth PM and Contractor PM to develop the Project Management Plan; (iii) serve as a technical resource for Contractor PM and Contractor personnel; and (iv) serve as the liaison between the Project and the MSP Communications Division for resource assignment, technical reviews, and project implementation support.

Michael Saltzman ([michael.j.saltzman@mass.gov](mailto:michael.j.saltzman@mass.gov)) will serve as the Agency Project Director ("PD") and will: (i) work closely with the Contractor PM to ensure successful completion of the project; (ii) consult with Commonwealth PM and Contractor PM to develop the Project Management Plan; (iii)

review weekly status reports and schedule weekly meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire Commonwealth project team members as needed; and (vi) coordinate the Commonwealth's review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

## **6.2 Contractor Project Manager**

Stepfanita Vasilescu; [stefanita.vasilescu@motorolasolutions.com](mailto:stefanita.vasilescu@motorolasolutions.com), phone 914-281-0867, or other individual as agreed to by Motorola and the Commonwealth PM, will serve as the Contractor Project Manager (the "Contractor PM") and will (i) be responsible for administering this SOW and the managing of the day-to-day operations under this SOW, (ii) serve as an interface between the Commonwealth PM and all Contractor personnel participating in this engagement; (iii) develop and maintain the Project Management Plan in consultation with the Commonwealth PM; (iv) facilitate regular communication with the Commonwealth PM, including weekly status reports/updates, and review the project performance against the project plan and facilitate weekly project status meetings for the duration of the engagement; (v) update the Project Management Plan on a weekly basis and distribute it at weekly meetings for the duration of the engagement; (vi) sign acceptance forms to acknowledge receipt; and (vii) be responsible for the management and deployment of Contractor personnel.

The PMs bear the primary responsibility for issue resolution. If an issue cannot be resolved by the PMs, the Commonwealth PM shall escalate to Matt Moran, Assistant Secretary of EOTSS and the Contractor PM shall escalate to Doyin Popoola. The PMs shall be responsible for coordinating a meeting with Commonwealth and Contractor leadership to review and resolve any issues.

## **6.3 Contractor Personnel**

Contractor will provide the following personnel for the following (estimated) time commitment.

**TABLE 4: PERSONNEL**

<b>Name</b>	<b>Role</b>	<b>Time Commitment</b>
Stepfanita Vasilescu	Project Director	100%
Diane Damino	Project Manager	100%
Will Massey	Lead Systems Engineer	100%
Bouchaib Traiba	Support Systems Engineer	100%
Jonathan Michaels	Network Engineer	25%
Hank Futtner	System Technologist	60%
Jose Resendes	System Technologist	60%

If a change to the assigned personnel is necessary, the Contractor PM will provide a written change request at least two weeks prior to the change to the Commonwealth PM. The Commonwealth PM may reject or accept such change. Contractor shall take full responsibility for project management. Contractor shall ensure any subcontractor(s) providing work under this SOW comply with all terms of the Agreement and Contractor shall be responsible for the performance of each such subcontractor.

## **7. ACCEPTANCE OR REJECTION PROCESS**

The Contractor PM will submit each Deliverable to the Commonwealth PM on or before the Due Date specified in Table 1. The Commonwealth will review each Deliverable and determine whether it has met in all material respects the criteria established in this Agreement.

Within ten (10) business days of receipt of each Deliverable, the Commonwealth PM will notify the Contractor PM, in writing, of acceptance or rejection. A rejection will include a written description of the defects of the Deliverable. If the Commonwealth PM does not respond with acceptance or rejection within ten (10) business days of receipt, the Contractor PM shall provide a reminder notice to the Commonwealth PM. Upon receipt of rejection of a Deliverable, Contractor will act diligently to correct the specified defects and deliver an updated version of the Deliverable to the Commonwealth PM. Acceptance or rejection of the updated version of the Deliverable will be subject to the process described in this paragraph.

Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, Contractor will use reasonable efforts to provide a prompt correction or workaround.

## **8. PAYMENT TERMS**

A Deliverable or Task will be considered “completed” when the Commonwealth PM has accepted the Deliverable or Task in accordance with Section 7 of this SOW. Contractor shall issue invoices to Commonwealth for the Deliverables or Tasks that are completed (each, a “Valid Invoice”) no later than ten (10) Business Days after acceptance. Valid invoices shall be payable by the Commonwealth in accordance with the Commonwealth’s bill-paying policies.

Unless otherwise agreed to by the Parties in the form of an executed written amendment hereto, the total amount payable to Contractor by the Commonwealth for all Tasks and Deliverables in Table 1 is **\$79,155,840.00.**

Unless otherwise agreed to by the Parties in the form of an executed written amendment hereto, the total amount payable to Contractor by the Commonwealth for all Allowances in Table 2 is **\$18,476,554.00.** In each instance, the Commonwealth must authorize Contractor to perform the work described in Table 2 in the form of an executed Task Order subject to this SOW.

Unless otherwise agreed to by the Parties in writing, Contractor may not charge the Commonwealth an amount greater than that listed in Table 3 for Maintenance services.

## **9. AMENDMENTS TO THE SOW**

The SOW may be amended prior to the end of the Term. The PM who would like to request a change will provide the suggested amendment in writing to the other Party’s PM. The PMs will jointly determine whether the change impacts any terms contained within the Agreement. The Parties may mutually agree to the change through a written signed amendment to the SOW.

## **10. ADDITIONAL CONTRACTOR REQUIREMENTS**

The Commonwealth maintains strict building and property security requirements. This may require Contractors to obtain permission from the designated Commonwealth or Agency representative prior to Contractor personnel attempting to access a Commonwealth building or radio site. The Contractor must provide a list of personnel (including full name, date of birth, and social security number), including subcontractors, who will agree to all security requirements including, but not limited to, background checks (including Criminal Offender Record Information (CORI) and related checks), and physical searches prior to entering or exiting sites that require such. Contractors and subcontractors are prohibited from possessing or carrying weapons, including but not limited to, firearms, electronic weapons, or knives on any property leased, owned, or controlled by the Department of State Police without prior authorization. This prohibition applies to all personnel, including those who are otherwise duly licensed to possess and/or carry said weapons elsewhere in the Commonwealth. The Department of State Police reserves the right to restrict and/or prohibit anyone from entering or accessing its facilities who does not comply with this Section 10 or is otherwise disqualified based on the results of a CORI/background check.

Contractor agrees and acknowledges that it will have access or potential access to data furnished by DCJIS that may include any of the following types of information: Criminal Offender Record Information (CORI), Federal Bureau of Investigation Criminal History Record Information (CHRI), Registry of Motor Vehicle

(RMV) data, Warrant Management System (WMS) data, any other information furnished to EOTSS by DCJIS for the purposes authorized in applicable laws and regulations, and/or any other sensitive criminal justice information (collectively, "CJIS"). Accordingly, Contractor will comply with the requirements of the Memorandum of Understanding (Attachment 1) and the FBI CJIS Security Addendum (Attachment 1). Contractor will ensure that it and its personnel with access or potential access to CJIS will complete a Certification as provided in Attachment 1. In addition, all personnel with access or potential access to CJIS will undergo training and a fingerprint-based background check in compliance with DCJIS' policies. Motorola will provide substitute personnel if requested by the Commonwealth following the results of any background check and/or training requirement.

#### 11. AUTHORITY TO EXECUTE

The undersigned hereby represent that they are duly authorized to execute this Statement of Work on behalf of their respective organizations. The signer on behalf of Contractor further represents that he/she is listed as an Authorized Signatory under the applicable Statewide Contract or RFR. This Statement of Work may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**The Commonwealth of Massachusetts  
Executive Office of Information Technology  
Services and Security**

**Motorola Solutions, Inc.**

Signature:   
Curtis Wood (Nov 9, 2021 09:07 MST)

Name: Curtis M. Wood

Title: Secretary/Commonwealth CIO

Date: Nov 9, 2021

Signature:   
Patty Holtschneider (Nov 9, 2021 10:29 EST)

Name: Patty Holtschneider

Title: MSSSI Vice President

Date: Nov 9, 2021



### **Attachment 1**

With respect to the Attachments listed below, in the event a conflict, the Attachment that is listed first will govern. All “Doc” attachments listed below represent agreed-upon modifications to the corresponding original RFR Response documents or an agreement governing scope or approach to this project.

<b>ID</b>	<b>Document Name</b>	<b>Document Description</b>	<b>Corresponding RFR Response Document</b>	<b>Link</b>	<b>SharePoint Folder</b>
Attachment 1A	Clarifications to the IT Terms and Conditions	This document lists agreed upon clarifications to the Commonwealth’s Terms and Conditions for IT Contracts.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment 2	Memorandum of Understanding – FBI Criminal Justice Information	This MOU covers Motorola Solutions access to FBI criminal justice information under this program.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment 3	FBI CJIS Security Addendum	This is an addendum to the CJIS MOU. This form is to be completed by Contractor/Employees with access to CJIS information.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment A	Additional Terms	This document includes additional negotiated terms for this contract covering workplace, security, accessibility, intellectual property, warranty, termination, and other terms.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment B	End User Software License Agreement	This document is a revised version of the Motorola Solutions End User Software License Agreement. This document includes negotiated changes for this contract.	18 Proposed Service Agreements and License Terms	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment C	Maintenance Support and Lifecycle Management Purchase Agreement	This document covers the provision of warranty and maintenance services by Motorola Solutions under this contract.	18 Proposed Service Agreements and License Terms	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment D	Service Level Agreement and Agreed Upon System Configuration	This document is a service level agreement for warranty and maintenance services under this agreement. Additionally attached are agreed upon system configurations.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment E	Nokia License Agreement Rider and Nokia License Agreement	This Attachment includes both the Nokia License Agreement and a rider to the Nokia End User License Agreement to clarify terms for this contract.	N/A	<a href="#">Link</a>	<a href="#">Contract Documents</a>

ID	Document Name	Document Description	Corresponding RFR Response Document	Link	SharePoint Folder
Attachment F	Motorola RFR Exceptions and Assumptions	This document includes agreed upon resolutions to each exception taken and assumption made by Motorola Solutions in responding to the CoMIRS Modernization Part 2 RFR.	Various (cited in document)	<a href="#">Link</a>	<a href="#">Contract Documents</a>
Attachment G	Support Policy	Motorola Support Policy as of the Effective Date.		<a href="#">Link</a>	<a href="#">Contract Documents</a>
DOC- 01	Narrative of Scope of Equipment and Services for IS-1	Document summarizes the entire scope of IS-1 and documents substantive changes from original proposal to the negotiated final.	05 IS1 CoMIRS plus P25 Proposed System	<a href="#">Link</a>	<a href="#">Additional Artifacts</a>
<b>Updated Site Documents</b>					
DOC- 02	IS-1 Site Matrix and Tracker	Matrix consolidates all necessary equipment, services, and general site information for all IS-1 sites.	20.2.2 Appendix 2 Site Information for All Proposed Sites	<a href="#">Link</a>	<a href="#">Additional Artifacts</a>
DOC- 04	Appendix 3 Coverage Maps	Appendix 3 includes all updated coverage maps (PDF and KMZ) for the final agreed upon constellation of sites.	20.3 Appendix 3 Coverage Maps and 20.3.1 Coverage Maps KMZ	<a href="#">Link</a>	<a href="#">Appendix 3 - Updated Coverage Maps</a>
DOC- 05	Appendix 4 - Proposed Coverage Workbook	Appendix 4 includes updated Coverage Metrics (municipal, county and statewide). Site info on all Simulcast Regions. Link Budget for all IS-1 sites.	20.4 Appendix 4 Proposed Coverage Workbook	<a href="#">Link</a>	<a href="#">Appendix 4 - Proposed Coverage Workbook</a>
DOC- 06	MW Path Design	Detailed Path Studies and KML files that show the updated Microwave topology.	REQ3-2 Backhaul Design and REQ3-4 Microwave Backhaul	<a href="#">Link</a>	<a href="#">Updated Backhaul Docs</a>
DOC- 07	Fiber Path Design	Detailed Path Studies and KML file that define the updated Fiber topology.	REQ3-2 Backhaul Design and REQ3-3 Fiber Backhaul	<a href="#">Link</a>	<a href="#">Updated Backhaul Docs</a>
<b>Updated REQ Docs</b>					
DOC- 09	REQ1-2 Channel Plan	Channel Plan defines the spectrum that will be leveraged for the deployment of IS-1 (as well as incremental channel growth).	REQ1-2 Channel Plan	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 10	REQ1-7 P25 Infrastructure	P25 Infrastructure explains the ASTRO25 system functionality, feature sets, and interoperability capabilities.	REQ1-7 P25 Infrastructure	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>

ID	Document Name	Document Description	Corresponding RFR Response Document	Link	SharePoint Folder
DOC- 12	REQ2-3 Site Accessibility and Security	Document outlines accessibility procedures for the radio sites, including the Site Security and Video monitoring.	REQ2-3 Site Accessibility and Security	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 13	REQ3-1 Networking Requirement	Document outlines and defines all the network connectivity specifications to meet the requirements of the IS-1 design.	REQ3-1 Networking Requirement	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 14	REQ3-2 Backhaul Design	Document outlines the overall design and integration of the backhaul solutions to support the IS-1 design.	REQ3-2 Backhaul Design	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 15	REQ3-3 Fiber Design	Defines the scope, services, and functionality of the proposed fiber topology.	REQ3-3 Fiber Design	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 16	REQ3-4 Microwave Backhaul	Defines the scope, equipment, and functionality of the proposed microwave topology.	REQ3-4 Microwave Backhaul	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 17	REQ6-5 Inventory and Work Ticket Tracking	Document describes the MCM Asset Management solution to meet the system inventory and work ticket tracking requirements.	REQ6-5 Inventory and Work Ticket Tracking	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 18	REQ7-3 Resource Management	Outlines the proposed project team and organizational structure to support the implementation.	REQ7-3 Resource Management	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 29	REQ1-3 Coverage and DAQ	Document defines the IS-1 coverage predictions, delivered audio quality, and coverage testing procedures.	REQ1-3 Coverage and DAQ	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
DOC- 30	REQ1-4 Capacity and Loading	Document defines how the system as designed will meet the initial loading requirements and outlines the overall capacity of the system for current and future requirements.	REQ1-4 Capacity and Loading	<a href="#">Link</a>	<a href="#">Updated REQ Docs</a>
<b>Updated Pricing Documents</b>					
DOC- 23	Cost Proposal Workbook for IS-1	Cost Proposal inclusive of all IS-1 Scope.	IS-1 Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Updated Pricing</a>
DOC- 19	Updated Allowances for IS-1 (Variable Costs)	IS-1 Risk Item Assessment that estimates cost for unknown site conditions. Updated approved allowances are listed in DOC-23 Cost Proposal Workbook for IS-1. Planned allowances per site are listed in DOC-02.	IS-1 Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Additional Artifacts</a>
DOC- 20	Payment Milestone Schedule	Quarter by Quarter invoicing summary for IS-1.	IS-1 Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Updated Pricing</a>

ID	Document Name	Document Description	Corresponding RFR Response Document	Link	SharePoint Folder
DOC- 31	Bridge Pricing Summary	Pricing bridge that identifies/explains all IS-1 pricing changes from proposal to negotiated total.	IS-1 Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Updated Pricing</a>
DOC- 32	Narrative Summary of Negotiated Changes	Narrative that summarizes all price changes from proposal to negotiated total.	IS-1 Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Updated Pricing</a>
DOC- 33	IS-2 Additional Site Options	IS-2 Additional Site Pricing (optional).	IS-2 Options Cost Proposal Workbook	<a href="#">Link</a>	<a href="#">Updated Pricing</a>
<b>Additional Artifacts</b>					
DOC- 21	Responsibilities Matrix	Matrix defining all responsibilities for Motorola and Commonwealth.	08 Implementation Responsibilities Spreadsheet	<a href="#">Link</a>	<a href="#">Additional Artifacts</a>
DOC- 22	Updated Project Schedule	Detailed Project Schedule of all major implementation activities (updated for Nov. 1 start date).	20.8 Appendix 8 Statement of Work and Project Schedule	<a href="#">Link</a> <a href="#">Link</a>	<a href="#">Additional Artifacts</a>
DOC- 24	Appendix 2: Site Development Documents	Site specific statements of work for all IS-1 sites.	20.2 Appendix 2 Site Development Documents	<a href="#">Link</a>	<a href="#">Appendix 2 - Site Dev. SOW</a>
DOC- 25	Appendix 5: System Diagrams	System antenna and architecture diagrams for all site type categories.	20.5 Appendix 5 System Diagrams	<a href="#">Link</a>	<a href="#">Appendix 5 - System Diagrams</a>
DOC- 26	Appendix 6: Equipment List	Detailed/Itemized equipment for all equipment components for IS-1.	20.6 Appendix 6 Equipment List	<a href="#">Link</a>	<a href="#">Appendix 6 - Equipment List</a>

## Attachment 1A

### **RFR # BD-21-1060-ITD00-ITD00-55256 Clarifications to Commonwealth Terms and Conditions for IT Contracts**

**Definitions.** The Parties agree that the terms below in this RFR # BD-21-1060-ITD00-ITD00-55256 Clarifications to Commonwealth Terms and Conditions for IT Contracts shall be added to, and made a part of, the Commonwealth Terms and Conditions for Information Technology Contracts for purposes of order of priority as described therein.

4. **Contract Termination or Suspension.** In the event that either Party breaches a material term or condition or fails to perform or fulfill any material obligation required by a Contract, such Party will be given a written notice of default by the non-breaching Party. The Party receiving notice shall have thirty (30) days after receipt of notice of breach to either cure the breach or, if the breach is not curable within thirty (30) days written notice, provide a written cure plan. The Party in breach will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If a breaching Party fails to cure the breach as provided herein, unless otherwise agreed in writing, the non-breaching Party may terminate any unfulfilled portion of this Agreement. Notwithstanding the foregoing, in the event that Contractor terminates this Agreement or a portion hereof, Contractor will provide to the Department a six (6) month transition period during which time the Department may use the Contractor's products and services solely for the purposes of transitioning to a new product or service provider and in accordance with the terms of the Agreement. In all events of termination, Contractor will be entitled to compensation for performance up to the date of termination and each Party will return to the other Party any of its Confidential Information, provided that the Department may retain any copies as required by Commonwealth retention policies or by statute.

7. **Record-keeping and Retention, Inspection of Records.** The Department's designated employees, agents, and auditors may, upon thirty (30) days' written notice and during normal business hours, inspect Contractor's books and records provided that the records shall not be used, duplicated or disclosed to any other third party without the express written permission of Contractor, or as required by law. Contractor shall not be required to create or maintain records not kept in the ordinary course of Contractor's business operations. Unless required by law, the Contractor will not be required to disclose any information which is subject to a statutory exemption in accordance with M.G.L c.4.s. 7 (26) or subsequent statute, including but not limited to Contractor's internal product or Services cost data, which it considers confidential or proprietary to Contractor.

12. **Indemnification.** With regard to intellectual property indemnification, Contractor will defend at its expense any suit brought against the Department to the extent it is based on a third-party claim alleging that the Equipment manufactured by Contractor or the Contractor Software (collectively, "Contractor Product") infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: The Department promptly notifying Contractor in writing of the Infringement Claim and the Department providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. Contractor will have sole control of the defense of the suit and all negotiations for its settlement or compromise, provided that the Department may, in its sole discretion and expense, seek representation from the Massachusetts Attorneys General Office. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against the Department by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor and the Department in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for the Department the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant the Department a credit of all prepaid fees for the Contractor Product.

Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor provided that such combination is not described in Contractor's Documentation or otherwise approved by Contractor in writing; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product provided that such use is not described in Contractor's Documentation or otherwise approved by Contractor in writing; (c) Contractor Product designed or manufactured in accordance with the Department's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions provided that such designs, specifications, guidelines or instructions are not described in Contractor's Documentation or otherwise approved by Contractor in writing; (d) a modification of the Contractor Product by a party other than Contractor, its subcontractors, or agents, or other parties as expressly authorized by Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement or the Documentation; or (f) the failure by the Department to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement provided that such enhancement has been made available for a period of no less than thirty (30) days prior to the infringement and that Contractor has provided the Department with written notice of the enhancement. In no event will Contractor's liability resulting from its indemnity obligation to the Department extend in any way to royalties payable on a per use basis or the Department's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from the Department from sales or license of the infringing Contractor Product.

Except as otherwise provided in the Commonwealth Terms and Conditions for Information Technology Contracts, this Section provides the Department's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. The Department has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

**13. Limitation of Liability.** The Parties agree that incidental or consequential damages include, but are not limited to: COMMERCIAL LOSS, INCONVENIENCE, LOSS TIME, LOSS OF DATA BY MOTOROLA OR ITS SUBCONTRACTORS (unless such loss is resulting from a Data Breach), GOODWILL, OTHER SPECIAL, OR INDIRECT, DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. Unless otherwise required by law, no action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than six (6) years after the accrual of the cause of action, except for money due upon an open account.

For purposes of Section 13 (Limitation of Liability), the total value of the Contract is defined in the Commonwealth Standard Contract Form. As of the Effective Date of the Contract, the total value is \$97,632,394.00. The total value of the Contract will not change unless agreed to by both Parties in form of an amendment to the Commonwealth Standard Contract Form. Any change to the total value of the Contract through an amendment to the Commonwealth Standard Contract Form will modify the limitation of liability as provided in Section 13 (Limitation of Liability).

**15. Risk of Loss.** Contractor will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to the Department upon Department's receipt and acceptance. Title to Software will not pass to Customer at any time. Contractor will pack and ship all Equipment in accordance with good commercial practices.



## ATTACHMENT 2

### MEMORANDUM OF UNDERSTANDING

ACCESS TO FBI CRIMINAL JUSTICE INFORMATION  
PROVIDED BY THE DEPARTMENT OF CRIMINAL JUSTICE INFORMATION SERVICES TO  
MOTOROLA SOLUTIONS, INC. ON BEHALF OF THE EXECUTIVE OFFICE OF TECHNOLOGY  
SERVICES AND SECURITY

This Memorandum of Understanding ("Agreement") is made by and entered into by and between the Department of Criminal Justice Information Services ("DCJIS"), the Executive Office of Technology Services and Security ("EOTSS") and EOTSS' contractor, Motorola Solutions, Inc. (the "**Contractor**"), to memorialize the terms and conditions under which the DCJIS will provide access to the criminal justice information (CJI) to EOTSS and the Contractor subject to a provisions provided in this Agreement.

**WHEREAS**, pursuant to M.G.L. c. 7D, the Executive Office of Technology Services and Security acts as the Commonwealth's lead information technology organization, and, in this role, consolidates IT functions and oversees and supervises the maintenance of information technology such as IT infrastructure;

**WHEREAS**, the DCJIS serves as the Criminal Justice Information System (CJIS) Systems Agency ("CSA") in the Commonwealth on behalf of the Federal Bureau of Investigation ("FBI") and, in this role, is authorized to grant and monitor access to CJI in accordance with applicable laws, regulations, and the FBI CJIS Security Policy;

**WHEREAS**, Contractor will provide equipment, telecommunications services and ongoing maintenance of telecommunications equipment and systems to EOTSS and to other Commonwealth entities in the form of the Commonwealth of Massachusetts' Interoperable Radio System;

**WHEREAS**, EOTSS and the DCJIS entered into a Management Control Agreement which establishes the rights and responsibilities of EOTSS and the DCJIS with respect to EOTSS' access to CJI for such purpose;

**WHEREAS**, pursuant to a contract effective on Nov 9, 2021, EOTSS has contracted with the Contractor to provide telecommunications equipment and services and maintenance services;

**WHEREAS**, in performing such services, the Contractor requires access to CJI;

**WHEREAS**, the DCJIS has agreed to provide the Contractor with access to CJI for such purpose, subject to the terms and conditions set forth in this MOU; and

**WHEREAS**, the DCJIS, EOTSS and the Contractor are entering into this MOU to establish their respective rights and responsibilities with respect to the Contractor's access to, and use of, CJI.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the DCJIS, EOTSS and the Contractor (each a "Party" and, collectively, the "Parties") agree as follows:

#### Section 1. DEFINITIONS

The following terms or their abbreviations, when capitalized in this Memorandum of Understanding, are defined as follows, unless the context clearly indicates otherwise:

**Criminal Justice Information ("CJI")**- As referenced in this agreement CJI includes any data furnished by DCJIS to said state agency and may include any of the following types of information: Criminal Offender Record Information (CORI), Federal Bureau of Investigation Criminal History Record Information (CHRI), Registry of Motor Vehicle (RMV) data, Warrant Management System (WMS) data, and/or any

other information furnished to said state agency by DCJIS for the purposes authorized in the applicable laws and regulations.

**CJIS Security Addendum** – the CJIS Security Addendum included in **Appendix H** to the FBI CJIS Security Policy.

**FBI CJIS Security Policy** – the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy that is in effect as of the effective date of this Agreement and any successor versions brought into effect by the FBI during the term of this Agreement.

**Security Incident** – a breach involving CJI data, including, but not limited to, the following:

(a) unlawful or unauthorized access to, and/or dissemination of, any such Data on the Contractor or equipment or in the Contractor or EOTSS' facilities, resulting in access (other than a good faith but unauthorized acquisition of such Data by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency that is not otherwise used in an unauthorized manner or subject to further unauthorized disclosure), loss, disclosure, or alteration of said Data; or

(b) unlawful or unauthorized access to such facilities or equipment, resulting in access to (other than a good faith but unauthorized acquisition of such Data by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency that is not otherwise used in an unauthorized manner or subject to further unauthorized disclosure), loss, disclosure, or alteration of, said Data.

## **Section 2. DCJIS RESPONSIBILITIES**

1. The DCJIS agrees to provide the Contractor, on behalf of EOTSS, CJI for the purpose authorized in M.G.L. c. 7D subject to the terms provided in this Agreement.

## **Section 3. EOTSS & CONTRACTOR RESPONSIBILITIES**

### **A. Privacy Obligations**

1. EOTSS and the Contractor agree to abide by all applicable laws, regulations, policies, and procedures regulating the collection, storage, and dissemination of CJI with respect to the data accessed and used to perform the Activities hereunder. Applicable laws and policies may include, but are not limited to, M.G.L. c.6, §§167-178B; 803 CMR 2.00 et. seq; 28 C.F.R. 20 et seq.; and the FBI CJIS Security Policy. Accordingly, the Contractor also agrees to complete the CJIS Security Addendum.
2. EOTSS and Contractor agree that their access to, and use of, the Data constitutes their status as "Holder" of Personal Data, as such terms are used within M.G.L. c.66A. EOTSS and Contractor agree that they shall comply with M.G.L. c.66A and M.G.L. c. 93H and any other applicable laws, rules, and policies governing use, disclosure, and maintenance of any Data under this Agreement.
3. EOTSS and the Contractor agree to only access the Data and use it for its intended purpose as provided in this Agreement.
4. Neither EOTSS nor the Contractor shall provide access to, or assign the duties provided under this Agreement to, a third party without the express written consent of the DCJIS. Any sub-contractors or agents provided access to the Data under this Agreement shall be approved by the DCJIS and are subject to the background check, training, and non-disclosure requirements set forth in paragraph 5 of this section.
5. Any employee, contractor, sub-contractor, or agent of EOTSS or the Contractor who has access to any unencrypted CJI shall complete an FBI fingerprint based criminal background check, CJIS Security Awareness online training once every two (2) years, the CJIS Security Addendum and

complete an individual agreement of non-disclosure whereby said individuals agree to comply with the laws and regulations relating to access to, and dissemination of, CJI. Once the criminal background check, training, and signed agreements are successfully completed, employees will be "authorized" to access the Data. The employee training and completion of said agreements shall be coordinated by the Contractor through EOTSS.

#### **B. Security Obligations**

1. The Data shall be secured when not being viewed or used. CJI that is electronically stored shall be secured in accordance with the FBI CJIS Security Policy. If Contractor should maintain paper copies of CHRI, such copies shall be stored in a locked file cabinet or other suitable, locked storage container.
2. Contractor agrees to notify the DCJIS Information Security Officer, in writing, of any Security Incident pertaining to CJI within forty-eight (48) hours of becoming aware of the Security Incident.
3. All CJI may only be accessed and stored with the continental United States in compliance with the FBI CJIS Security Policy.

#### **C. Audit**

1. As a recipient and/or holder of CJI, EOTSS and the Contractor are subject to compliance audits by the DCJIS and by the FBI. Upon request, EOTSS and the Contractor shall make their internal practices, books, and records (including policies and procedures relating to the use and disclosure of the Data) related to the performance of the Activities contemplated by this Agreement available to DCJIS and/or FBI auditors.

### **Section 4. TERM & TERMINATION**

#### **A. General**

1. This Agreement shall be effective on the date that it has first been executed by each Party's authorized signatory and shall remain in effect until such time as it is terminated by any Party or by operation of law when the purpose for which the agreement was executed ceases to exist. Written notice of any termination of this agreement will be sent to the business address of the undersigned Parties.

#### **B. Violation of Law**

1. The DCJIS may suspend or terminate the furnishing of any information provided for in this Agreement pending an investigation into whether EOTSS and/or the Contractor violated state or federal law, rule, policy, or procedure regulating the collection, storage, and dissemination of the Data. The DCJIS may reinstate privileges when violations are resolved to the satisfaction of the DCJIS.

### **Section 5. AMENDMENT**

1. This Agreement may be amended by the Parties at any time; provided, that any amendment must be in writing and must be signed by each Party.

### **Section 6. CONTACTS**

1. Notices and other communications to a Party as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, by e-mail, or delivered in hand with acknowledgement of receipt to the Party's contact person(s) identified below.

**DCJIS:**

Jamison R. Gagnon  
Commissioner  
MA Department of Criminal Justice Information Services  
200 Arlington Street, Suite 2200  
Chelsea, MA 02150  
Jamison.r.gagnon@mass.gov

**CONTRACTOR:**

Jim Dowling, Senior Account Executive  
Motorola Solutions, Inc.  
PO Box 599, Sutton, MA 01590-0599  
513-292-0805  
jdowling@motorolasolutions.com.

**EOTSS:**

Matt Moran  
Assistant Secretary, Chief Engagement Officer  
One Ashburton Place, Eighth Floor  
Boston, MA 02108  
617-619-5635  
matthew.e.moran@mass.gov

**Section 7. MISCELLANEOUS TERMS**

1. If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.
2. This Agreement may be executed in two (2) or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. The signatures of the Parties do not need to be on the same counterpart for it to be effective.



Jamison Gagnon (Nov 10, 2021 16:36 EST)

Jamison R. Gagnon  
Commissioner  
MA Department of Criminal Justice Information Services

Nov 10, 2021

Date



Curtis Wood (Nov 9, 2021 09:07 MST)

Curtis M. Wood, Secretary  
Executive Office of Technology Services and Security

Nov 9, 2021

Date



Patty Holtschneider (Nov 9, 2021 10:29 EST)

Patty Holtschneider, MSSSI Vice President, Strategic Projects  
Motorola Solutions, Inc.

Nov 9, 2021

Date

## **ATTACHMENT 3**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### **1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### **2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

#### **3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### **4.00 Security Violations.**

The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306



## **CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Additional Terms**

The following terms are entered into by and between the Commonwealth and the Contractor signing the Statement of Work (“SOW”) attached hereto and shall govern any professional services provided by Contractor to the Commonwealth of Massachusetts (the “Customer” or “Commonwealth” or the “Department”) during the Term. The Parties agree that this modified Attachment A is an amendment by the Department to the SOW Appendix A attached to the Request for Response # BD-21-1060-ITD00-ITD00-55256 (“RFR”) for purposes of the order of priority as described in the Commonwealth Terms and Conditions for Information Technology Contracts. The following Sections shall continue in effect beyond the Termination Date of the SOW: 2, 3, 6, 8, 9 and any other Sections that would under the circumstances reasonably extend beyond the Termination Date of the SOW. This Attachment A governs equipment that is specified in the attachments or is subsequently added to this Agreement and provided by Contractor (“Equipment”), Tasks performed by Contractor, and Deliverables created by Contractor under the SOW. The End User Software License Agreement (Attachment B) between the Commonwealth and Contractor governs Contractor Software. The Maintenance Support and Lifecycle Management Agreement (Attachment C) between Motorola and Customer governs the Equipment and maintenance services.

#### **1. Equipment and Workplace**

The Commonwealth will provide standard workspace, office equipment, and network connectivity, as provided to state employees, and as required to enable Contractor personnel working on-site to provide the services contemplated under the SOW. Contractor will submit a list of personnel who will need access to the building and to state systems before execution of the SOW. Any Contractor personnel who have access to IT resources must comply with the Acceptable Use of Information Technology Policy (<https://www.mass.gov/policy-advisory/acceptable-use-of-information-technology-policy>) and any other workplace policies provided to Contractor by the Commonwealth.

#### **2. System Security**

Contractor shall comply with the Commonwealth’s Enterprise Information Security Policies and Standards (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>).

Contractor will be required to use data provided by the Commonwealth (“Commonwealth Data”) and will implement commercially reasonable safeguards necessary to: (i) prevent unauthorized access to Commonwealth Data from any public or private network; (ii) prevent unauthorized physical access to any information technology resources involved in the SOW project; and (iii) prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

If Contractor uses, or receives access or potential access to, Commonwealth personal data under M.G.L. c. 66A or personal information under M.G.L. c. 93H (collectively, “Commonwealth Personal Data”). Contractor shall implement the maximum feasible safeguards reasonably needed to: (i) ensure the security, confidentiality and integrity of electronic personal data and personal information; (ii) prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Personal Data from any public or private network; and (iii) notify the Commonwealth immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

#### **3. Accessibility**

Contractor shall comply with the obligations and requirements set forth in the Accessibility for IT Solutions Contract Language (<https://www.mass.gov/service-details/accessibility-for-it-solutions-contract-language>).

#### **4. Reserved.**

#### **5. Code Review**

The Parties agree and acknowledge that no new code will be created by Contractor as a result of this Agreement. In the event that the Parties agree to develop new code as a Deliverable, the Parties will agree to additional terms and conditions that govern the development of new code, including but not limited to terms regarding code review prior to the commencement of work on such Deliverable.

#### **6. Intellectual Property Rights**

The term Property includes patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, mask works, know-how, technical or business information, and works of authorship fixed in any tangible medium, including without limitation, computer programs in object and/or source code form, scripts, data, documentation, content related to layout and graphical representation, and training materials.

Contractor Property includes: (1) Property created by Contractor for the open market, (2) Property developed by Contractor for other clients, and (3) Property developed by Contractor for internal purposes. Contractor Property will include Contractor's improvements, corrections, bug fixes, enhancements, updates or modifications to or derivative works made from its Property, including those created or produced under this Agreement, based on feedback by the Commonwealth or otherwise. Contractor will retain all right, title and interest in and to Contractor Property. The Commonwealth's possession, installation or use of Contractor Property will not transfer to it any title to such property. Except as explicitly provided in this Section, this Agreement does not grant to the Commonwealth any shared development rights in Contractor Property. Except as explicitly provided in this Section and in Attachment B, End User Software License Agreement, Contractor does not grant to the Commonwealth, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor Property. Except as expressly authorized, the Commonwealth will not copy, modify, distribute, transfer, display, sublicense, rent, reverse engineer, decompile or disassemble, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, sublicense, sell or export the Contractor Property, or permit or encourage any third party to do so. The preceding sentence does not apply to open source software which is governed by the standard license of the copyright owner.

Commonwealth Property includes: (1) Property developed by the Commonwealth, (2) Property owned by the Commonwealth independent of this Agreement, and (3) Deliverables, which include, without limitation, written information (such as reports, specifications, designs, plans, drawings, analytics, or other technical or business information) that is created under this Agreement by Contractor, subcontractor, or both, in exchange for State or Federal funds. Deliverables will not include Contractor Property. The Commonwealth retains all right, title and interest in and to the Commonwealth Property and all derivative works thereof. The Commonwealth grants to Contractor a non-exclusive, revocable, temporary license to use Commonwealth Property as described in categories (1) and (2) of this paragraph, as reasonably needed solely to perform the services contemplated under this Agreement. In accordance with the Commonwealth Terms and Conditions for IT Contracts, as applicable, all Deliverables described in category (3) of this paragraph are works made for hire.

Contractor hereby sells, transfers, and assigns to the Commonwealth, all rights, title, and interest in and to the Deliverables, and any derivative works thereof. CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COMMONWEALTH (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COMMONWEALTH) ANY AND ALL ARTIST'S OR MORAL RIGHTS IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY

DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. Contractor agrees to execute all documents and take all actions that may be reasonably requested by the Commonwealth to evidence this transfer of ownership, including providing any code used to develop such Deliverables to the Commonwealth and the documentation for such code.

The license fees as stated in the Contractor's proposal will remain fixed for the term of the Contract. The Parties agree and acknowledge that no customization or configuration of Contractor Property will occur as a result of this Agreement. In the event that the Parties agree to customization or configuration as a Deliverable, Contractor will grant to the Commonwealth a limited non-exclusive, non-transferable, perpetual license to such customization or configuration, except for any Contractor Property embedded therein. The Parties may agree in writing to additional terms and conditions that govern the customization or configuration, including but not limited to terms governing Commonwealth licensing prior to the commencement of work on such Deliverable.

If the Deliverables contain or will contain any third-party Property, Contractor must provide to the Commonwealth documentation providing a sublicense of such third-party Property to the Commonwealth ("Sublicense Agreements"). The Sublicense Agreements must be included in Contractor's initial quotation to the Commonwealth, or, if the requirement to use sublicensed third-party Property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party Property can only be provided under the Agreement if they are provided at no charge to the Commonwealth.

## **7. Warranty**

Contractor represents and warrants that (i) Contractor and its subcontractors are sufficiently staffed and equipped to fulfill Contractor's obligations under this Agreement; (ii) Contractor's services will be performed: by appropriately qualified and trained personnel; with due care and diligence and to a high standard of quality as is customary in the industry; (iii) in compliance with the Due Dates, subject to an opportunity to cure as agreed by the Parties; and in accordance with all applicable professional standards for the field of expertise; (iv) Deliverables delivered under the SOW will substantially conform with the Tasks and Deliverable descriptions set forth in this Agreement; (v) all media on which Contractor provides any software under this Agreement shall be free from defects; (vi) all software delivered by Contractor under the SOW shall be free of Trojan horses, back doors, and other malicious code at delivery and Contractor will provide commercially reasonable efforts to remedy such software from Trojan horses, back doors, and other malicious code during the Term. For critical issues, as reasonably determined by the Commonwealth, Motorola will provide resolution in accordance with the agreed upon Service Level Agreement; (vii) documentation provided by Contractor under the SOW shall be in sufficient detail so as to allow suitably skilled, trained, and educated Commonwealth personnel to understand the operation of the Deliverables and Contractor shall promptly, at no additional cost to the Commonwealth, make corrections to any documentation that does not conform to this warranty; and (viii) any systems created or modified by Contractor under the SOW shall operate in substantial conformance with the specifications for the system or modifications for a period of two (2) years (the "Warranty Period") after the Commonwealth accepts all Deliverables resulting from phase IS-1C pursuant to Section 7 (Acceptance or Rejection Process) of the SOW. During the Warranty Period, Contractor shall correct any defects, at no charge to the Commonwealth. Motorola provides monthly patches for the console equipment and quarterly patches for the servers and two cores, which will include security updates.

**SYSTEM FUNCTIONALITY.** The System as used herein shall refer to the Contractor Product and any modifications, implementation, and configurations made thereto. Motorola represents that the System will perform in accordance with the Specifications in all material respects, and when operated in accordance with Motorola's published manual, will not cause a loss of Commonwealth Data. Specifications shall refer to the System description provided in the Agreement, the description agreed upon by the Parties, and the applicable descriptions in Contractor's Documentation. The System shall be warranted for a period of two

(2) years following the Commonwealth's acceptance of all Deliverables resulting from phase IS-1C. Motorola is not responsible for System performance deficiencies that are caused by (i) ancillary equipment not furnished by Motorola which is attached to or used in connection with the System, provided that Motorola has notified the Commonwealth of any known causes of such deficiencies as soon as it becomes aware of the Commonwealth's planned use or ancillary use, or (ii) reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

**EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship, including any defects that result in a loss of Commonwealth Data.

**EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software other than in its normal, customary, and authorized manner, provided that Motorola provides Customer with manuals identifying normal, customary, and authorized use; accident, liquids, neglect, or acts of God; any of the following if not performed by Motorola or a Motorola agent or Commonwealth agent, as authorized by this Agreement: testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment; Customer's failure to comply with all applicable industry and OSHA standards; (ii) Equipment that has had the serial number removed or made illegible; (iii) batteries (because they carry their own separate limited warranty) or consumables; (iv) freight costs to ship Equipment to the repair depot; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear that does not affect the operation of the Equipment.

**SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner, will not result in loss of Commonwealth Data, and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for the duration of the Warranty Period. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Unless otherwise agreed to in writing, Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

**WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation reasonably confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software, and Motorola will restore any Commonwealth Data to the state that it was in prior to the warranty breach. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola and Motorola will reset the equipment to factory settings and remove and delete all Commonwealth Data from the replaced products. Motorola will certify in writing the removal and deletion of all Commonwealth Data.

**ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable. The original end user is defined as the Commonwealth of Massachusetts

and all Secretariats, including the Executive Office of Technology Services and Security, Commonwealth Agencies, Commonwealth organizations, Commonwealth municipalities, Commonwealth counties, and agents of the Commonwealth.

**DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. Transfer of Engagement Products at Contract Termination**

As of the Termination Date of the SOW, Contractor shall make available all Commonwealth Data to the Commonwealth in a format to be agreed upon by the Commonwealth and Contractor. Contractor shall provide reasonable assistance at no charge to provide knowledge transfer to the Commonwealth personnel, or the Commonwealth designees. The Commonwealth and Contractor may execute a Task Order or Change Order governing the transfer period if additional services are required by the Commonwealth.

## **9. Other Representations**

Each Party agrees and shall ensure that its personnel and subcontractor personnel are bound to the same terms as the Party, as applicable.

Neither Party shall use for its own benefit, or divulge or disclose to anyone, except (i) to persons whose positions require them to know it (ii) to persons designated by the other Party who have a need to know, and (iii) as required by law, any information not already lawfully available to the public concerning the other Party ("Confidential Information"), including but not limited to information regarding any project, any products or services, any web development strategy, any financial information or any information regarding users or vendors of the other Party. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manuals and product specifications (each as conspicuously marked Motorola internal confidential or proprietary), or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth or Contractor.

As of the termination of the Agreement, each Party agrees to return all Property, Confidential Information and materials, documents and property, in their possession or control, including without limitation, all materials relating to work done while assigned to Commonwealth projects. Each Party shall return all materials concerning past, present and future or potential products and/or services. Each Party shall return all materials provided by persons doing business with the other Party and all teaching materials provided. Notwithstanding the foregoing, the Parties may retain one (1) archival copy or more as required by statute of the Confidential Information that it may use only in case of a dispute concerning this Agreement or to fulfill statutory requirements.

Contractor represents and warrants that it is not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken under the SOW or would prevent Contractor from carrying out its obligations hereunder.

Contractor represents and warrants that it has paid all due state and federal taxes, or, if its tax status is in dispute or in the process of settlement, that it has responded as directed and within the required timeframes to all communications received from the state or federal government.

Contractor acknowledges that it is not an employee of any Massachusetts state or municipal government Commonwealth, and is not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should Contractor be deemed to be entitled to receive any such benefits by operation of law or otherwise, Contractor expressly waives any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

## **ATTACHMENT B**

### **End User Software License Agreement**

This Motorola Solutions End User Software License Agreement (“End User License Agreement”) is between Motorola Solutions, Inc. (“Motorola”) and the Commonwealth of Massachusetts Executive Office of Technology Services and Security (“EOTSS”) on its own behalf and on behalf of the Commonwealth of Massachusetts (“End Use Customer” or “Customer”) to whom Motorola’s proprietary software of Motorola products containing embedded, pre-loaded, or installed software (“Products”) is made available. The term “End Use Customer” as used herein shall include the Commonwealth and all Secretariats, including the Executive Office of Technology Services and Security, Commonwealth Agencies, Commonwealth organizations, Commonwealth municipalities, Commonwealth counties, and agents of the Commonwealth. This End User License Agreement contains the terms and conditions of the license Motorola is providing to End Use Customer, and End Use Customer’s use of the software and affiliated documentation. The Parties agree that this Attachment B is an amendment by the Department of the SOW attached to the Request for Response # BD-21-1060-ITD00-ITD00-55256 (“RFR”) for purposes of the order of priority as described in the Commonwealth Terms and Conditions for Information Technology Contracts.

#### **1. DEFINITIONS**

**1.1 “Documentation”** means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

**1.2 “Open Source Software”** means software with either freely obtainable source code license for modification, or permission for free distribution.

**1.3 “Open Source Software License”** means the terms or conditions under which the Open Source Software is licensed.

**1.4 “Security Vulnerability”** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

**1.5 “Software”** (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **2. GRANT OF LICENSE**

**2.1** Subject to the provisions of this End User License Agreement, Motorola grants to End Use Customer a personal, limited, non-transferable (except as provided in Section 4 (Transfers)), and non-exclusive license under Motorola’s copyrights and confidential information embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with End Use



Customer's use of the Products. This End User License Agreement does not grant any rights to source code.

**2.2** If the Software licensed under this End User License Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this End User License Agreement. If there is a conflict between the terms and conditions of this End User License Agreement and the terms and conditions of the Open Source Software Licenses governing End Use Customer's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this End User License Agreement. Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this End User License Agreement; and (ii) identify the Open Source Software and provide End Use Customer a copy of the applicable Open Source Software License (or specify where that license may be found).

### **3. LIMITATIONS ON USE**

**3.1** End Use Customer may use the Software only for End Use Customer's internal business purposes, or other customary day-to-day activities of the End User, and only in accordance with the Documentation. Any other use of the Software is strictly prohibited and will be deemed a breach of this End User License Agreement. Without limiting the general nature of these restrictions, End Use Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

**3.2** End Use Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software with other software; (iii) copy (except as provided herein), reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy (except as provided herein), transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. End Use Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that End Use Customer may not operate that copy of the Software at the same time as the original Software is being operated. End Use Customer may make as many copies of the Documentation as it may reasonably require for the internal use of the Software, or other customary day-to-day activities of the End User.

**3.3** Unless otherwise authorized by Motorola in writing, End Use Customer will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Product; or (ii) copy onto or transfer Software installed in one unit of a Product onto another device.

### **4. TRANSFERS**

End Use Customer will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion, not to be unreasonably

withheld, and may be conditioned upon transferee agreeing to be bound by this End User License Agreement.

## **5. OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation. No rights are granted to End Use Customer under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to End Use Customer in this End User License Agreement. No new intellectual property will be developed, originated, or prepared by Motorola in connection with this engagement.

## **6. CONFIDENTIALITY**

End Use Customer acknowledges that the Software contains valuable proprietary information and trade secrets and that unauthorized dissemination, distribution, modification, reverse engineering, disassembly or other improper use of the Software will result in irreparable harm to Motorola for which monetary damages would be inadequate. Accordingly, End Use Customer will limit access to the Software to those of its employees and agents who need to use the Software for End Use Customer's internal business, or other customary day-to-day activities of the End User.

## **7. MAINTENANCE AND SUPPORT**

No maintenance or support is provided under this End User License Agreement. Maintenance or support, if available, will be provided under a separate Motorola Software maintenance and support agreement.

## **8. LIMITED SOFTWARE WARRANTY**

**8.1.** Unless a longer warranty period is applicable in the warranty statement, the Documentation or in any other media at the time of shipment of the Software by Motorola, for the first two (2) years following the Commonwealth's acceptance of all Deliverables resulting from phase IS-1C Motorola warrants that the Software, when installed and/or used properly, will be free from reproducible defects that materially vary from its published specifications, such defects may include errors which result in loss of data. Motorola does not warrant that End Use Customer's use of the Software or the Products will be uninterrupted or error-free or that the Software or the Products will meet End Use Customer's particular requirements.

Nothing in this Section 8.1 is intended to conflict or modify the Software Support Policy attached hereto as Attachment G. In the event of an ambiguity or conflict between this Section 8.1 and Software Support Policy, the Software Support Policy governs.

**8.2.** IN THE EVENT OF A BREACH OF THIS WARRANTY, MOTOROLA MAY REPAIR OR REPLACE THE SOFTWARE, AND RESTORE ANY COMMONWEALTH DATA STORED BY MOTOROLA TO ITS CONDITION PRIOR TO THE WARRANTY BREACH. IF NEITHER OF THESE REMEDIES ARE REASONABLY AVAILABLE, MOTOROLA MAY PROVIDE PAYMENT OF END USE CUSTOMER'S ACTUAL DAMAGES UP TO THE AMOUNT PAID TO MOTOROLA FOR THE

SOFTWARE OR THE INDIVIDUAL PRODUCT IN WHICH THE SOFTWARE IS EMBEDDED OR FOR WHICH IT WAS PROVIDED. THE ACTUAL DAMAGES, AS DESCRIBED IN THIS SECTION 8.2 WILL BE IN ADDITION TO ANY OTHER REMEDIES PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT. THIS WARRANTY EXTENDS ONLY TO THE FIRST END USE CUSTOMER; SUBSEQUENT TRANSFEREES MUST ACCEPT THE SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. For the avoidance of doubt, assignment of the Software from the Executive Office of Technology Services and Security to another Commonwealth of Massachusetts entity shall not constitute a transfer and all warranties shall extend to the Commonwealth of Massachusetts assignee.

## **9. TERM AND TERMINATION**

**9.1.** The Parties' signatures herein will constitute their agreement to this End User License Agreement. End Use Customer's right to use the Software will continue for the life of the Products with which or for which the Software and Documentation have been provided by Motorola, unless End Use Customer breaches this End User License Agreement, in which case this End User License Agreement and End Use Customer's right to use the Software and Documentation may be terminated by Motorola after providing Customer with written notice and thirty (30) days' opportunity to cure. During the thirty (30) day period, the Commonwealth shall cease any activities which breach this End User License Agreement and Motorola will be entitled to seek immediate injunctive relief without proving damages to ensure such cessation. In addition, if Motorola reasonably believes that End Use Customer intends to breach this End User License Agreement Motorola may, by notice to End Use Customer and thirty (30) days' opportunity to cure, terminate this Agreement, subject to Section 9.2.

**9.2.** Upon termination, Motorola will provide Customer with six (6) months to transition to another provider. Customer will not use the Software for any purposes during this period other than assisting in its ongoing operations and the transition to the new provider. During the six (6) month period, the Commonwealth shall not engage in activities which breach this End User License Agreement and Motorola will be entitled to seek immediate injunctive relief without proving damages to ensure cessation of any breaching activities. Following the six (6) month transition period, Motorola will have the right to repossess all copies of the Software in End Use Customer's possession, provided that Customer may retain copies for archival purposes, as required by State retention policies. Motorola will remove and delete all Commonwealth Data from the repossessed Software and certify in writing the removal and deletion of all Commonwealth Data.

## **10. GENERAL**

**10.1.** Copyright Notices. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

**10.2.** Compliance with Laws. End Use Customer acknowledges that the Software is subject to the laws and regulations of the United States. Both Motorola and End Use Customer will comply with all applicable laws and regulations, including export laws and regulations of the United States. End Use Customer will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action,

requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

**10.3. Third Party Beneficiaries.** This End User License Agreement is entered into solely for the benefit of Motorola and End Use Customer. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this End User License Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this End User License Agreement.

**10.4. Waiver.** No waiver of a right or remedy of a Party will constitute a waiver of another right or remedy of that Party.

**10.5. Assignments.** If Motorola intends to assign any of its rights or sub-contract any of its obligations under this End User License Agreement or encumber or sell any of its rights in any Software, Motorola will provide Customer with notice of the same and Customer may, in its sole discretion, terminate this End User License Agreement.

**10.6 Causes of Action.** Any actions brought under this End User License Agreement will be governed by Massachusetts law and the applicable statutes of limitation prescribed therein. Warranty claims must be brought within the applicable warranty period.

**10.7. Entire Agreement and Amendment.** The Commonwealth Terms and Conditions for Information Technology Contracts, the Commonwealth Standard Contract Form, and the RFR, as amended by this End User License Agreement, and Motorola's Response to the RFR, contain the parties' entire agreement regarding End Use Customer's use of the Software and may be amended only in a writing signed by both parties, except that Motorola may modify this End User License Agreement solely as necessary to comply with applicable laws and regulations.

**10.8. Governing Law.** This End User License Agreement is governed by the laws of the Commonwealth of Massachusetts in the United States to the extent that they apply and otherwise by the internal substantive laws of the country to which the Software is shipped if End Use Customer is a sovereign governmental entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a Party's performance under this Agreement, UCITA does not govern any aspect of this End User License Agreement or any license granted under this End User License Agreement, or any of the parties' rights or obligations under this End User License Agreement. The governing law will be that in effect prior to the applicability of UCITA.

**10.9. Security.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 8 of this Attachment B.

**10.10. Survival.** Sections 3, 4, 5, 6, 8, 9, and 10 survive the termination of this Agreement.

## **ATTACHMENT C**

### **Maintenance Support and Lifecycle Management Purchase Agreement**

Motorola Solutions, Inc. (“Motorola”) and the Commonwealth of Massachusetts Executive Office of Technology Services and Security enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management services, as described below. The term “Customer” as used herein shall include the Commonwealth and all Secretariats, including the Executive Office of Technology Services and Security, Commonwealth Agencies, Commonwealth organizations, Commonwealth municipalities, Commonwealth counties, and agents of the Commonwealth. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” The Parties agree that this Attachment C is an amendment by the Department of the SOW attached to the Request for Response # BD-21-1060-ITD00-ITD00-55256 (“RFR”) for purposes of the order of priority as described in the Commonwealth Terms and Conditions for Information Technology Contracts. For good and valuable consideration, the Parties agree as follows:

#### **Section 1        DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

**“Confidential Information”** means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Equipment”** means the equipment that is specified in the attachments or is subsequently added to this Agreement.

**“Force Majeure”** means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

**“Infringement Claim”** means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

**“Motorola Software”** means Software that Motorola or its affiliated company owns.

**“MUA”** means Microwave Upgrade Agreement (MUA).

**“NUA”** means Network Upgrade Agreement (NUA).

**“Non-Motorola Software”** means Software that another party owns.

**“Open Source Software”** (also called **“freeware”** or **“shareware”**) means software with either freely

obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Software”** means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

**“Services”** means those installation, maintenance, SMA, SUA, MUA, NUA support, training, and other services described in this Agreement.

**“SMA”** means Software Maintenance Agreement.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program (which may include MUA or NUA services).

## **Section 2       SCOPE OF SERVICES**

**2.1.     SCOPE OF WORK.** Motorola will provide the Services described in its response to RFR # BD-21-1060-ITD00-ITD00-55256, as further clarified in the Statement of Work and other negotiated documents between the Parties.

**2.2.     SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

**2.3.     MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

**2.4.     NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the commencement of this Agreement unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services

may be applicable. Motorola will identify Non-Motorola Software and provide to Customer a copy of the applicable standard license (or specify where the license may be found).

## **2.5. Reserved.**

**2.6.** If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, upon written agreement by Customer and Motorola, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as an exhibit.

**2.7.** All Equipment must be in good working order on the commencement of this Agreement or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

**2.8.** If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may remove that Equipment from the Agreement, and decrease the Service fees to Customer by a pro-rated amount. The parties must agree in writing to any increase or decrease in the scope of Services, and corresponding Service costs, for Equipment.

**2.9.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 3 EXCLUDED SERVICES**

**3.1.** Service excludes the repair or replacement of Equipment that has become defective or damaged from use other than in the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

**3.2.** Unless specifically included in this Attachment C or applicable Statement of Work, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 4 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the

Equipment is interfacing so that Motorola may perform its Services. Motorola has included the technical support for Service providing 24 hours a day; 7 days a week for 365 days. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements such as tower climbs; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, and pre-approved by Customer in writing, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 5      PAYMENT**

**5.1.** Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement. If Customer terminates this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and accepted and all services performed through the date of termination. In the event that this Agreement is terminated by Motorola for any reason except Customer's material breach, any prepaid fees for Software not delivered, Software subscriptions for dates during which such Software was not provided, or services not performed as of the date of termination will be refunded to Customer. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer-generated purchase order, acknowledgement, or other writings unless the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 6      FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

## **Section 7      SURVIVAL OF TERMS**

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2.3 (Motorola Software); Section 2.4 (Non-Motorola Software); and if any payment obligations exist, Section 5 (Payment); any warranty disclaimers.



## **ATTACHMENT D**

### **Service Level Agreement for Interim Warranty, Warranty and Maintenance Services**

Motorola Solutions, Inc. (“Motorola”) and the Commonwealth of Massachusetts and all Secretariats, including the Executive Office of Technology Services and Security, Commonwealth Agencies, Commonwealth organizations, Commonwealth municipalities, Commonwealth counties, and agents of the Commonwealth (collectively, “Customer”) enter into this Service Level Agreement (“SLA”) to ensure the proper elements and commitments are in place to provide timely and consistent service support for a reliable public safety grade communications system for the Commonwealth of Massachusetts. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” This SLA is incorporated into the Agreement between Customer and Motorola.

#### **Section 1           PURPOSE**

The purpose of this document is to establish a minimum level of quality, response times, service, and access required to maintain the statewide Land Mobile Radio (LMR) system CoMIRS+P25 and its backhaul system (collectively, the “System”). Motorola will perform radio system maintenance and repairs of System components that consist of hardware, software, third-party software, infrastructure components, backhaul links, and other System components and services as defined in the warranty and/or maintenance agreement between the Parties. Motorola agrees to meet the services levels specified in this SLA and dutifully resolve any instances where services levels or System performance do not meet the levels specified in this SLA or in the Agreement with the Commonwealth concerning the CoMIRS+P25 system.

Motorola shall provide 24/7 response to emergency outages to the System. Motorola shall maintain dedicated technicians who are fully competent, trained, qualified, and knowledgeable with respect to the hardware, software, and service of the System and all related components. Commonwealth will provide free and unrestricted access to Commonwealth sites and will coordinate access to third party sites. The Commonwealth will not hold Motorola responsible for delay of access to sites unless Motorola causes the delay.

#### **Section 2           LENGTH OF TERMS**

The period of performance for this SLA shall coincide with all periods of interim warranty, warranty, and maintenance entered into by the Parties for the System.

#### **Section 3           FACTORY SUPPORT**

Motorola Technical Support service provides support through centralized, telephone consultation for issues that require a high level of communications, network expertise, and troubleshooting capabilities. Technical Support is delivered by the Motorola Centralized Managed Support Operations (CMSO) and is available 24x7x365. The CMSO is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

#### **Section 4           INVENTORY MANAGEMENT**

Motorola’s warranty and maintenance service support resources will be responsible for initially populating and maintaining inventory of System components in the Asset Management Tool described in REQ6-5 Inventory and Work Ticket Tracking throughout the warranty, interim warranty, support and maintenance period of the contract.

## **Section 5            SECURITY UPDATE SERVICES**

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to the radio network, disrupting mission-critical communications and putting first responders and citizens at risk. The Motorola Security Update Service ensures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with the CoMIRS+P25 ASTRO 25 network, as implemented, and do not interfere with network functionality. Motorola network security technologists will analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring to provide the Customer regular electronic updates upon completion of successful testing. The Motorola Security Update Services include anti-virus definition updates and minor software and operating system releases (patch releases). The Motorola Security Update Services will be in addition to the services provided under the SUA.

## **Section 6            SOFTWARE MAINTENANCE**

The Motorola Software Maintenance Agreement (SMA) is a lifecycle plan that complements an ASTRO 25 system by providing periodic software updates to safeguard and enhance operations and extend the lifespan of the System. In addition to providing system release software for the System, the SMA includes software updates for third-party infrastructure products, product programming software, as well as commercial operating system (OS) patch updates. In addition, Motorola integrates all third-party OEM updates and pre-tests and certifies functionality and compatibility, mitigating risk of interference to System operation. Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features.

The details of the SMA are included in Attachment C.

## **Section 7            SCHEDULED OUTAGES**

All scheduled maintenance and upgrades that require an outage at a site or a reversion to site trunking of expected duration of 2 minutes or less shall be coordinated with the Customer at least 48 hours prior to outage. Any System wide or multi-site outage or any outage at a site expected to last more than 2 minutes must be coordinated with the Customer at least 10 days prior to outage. Motorola will communicate as far in advance as possible about potential site or System outages. The Parties will establish mutually acceptable times for outages. Motorola will communicate in writing to the Customer the nature of the scheduled outage, the anticipated duration of the outage, and the affected sites, systems, sub-systems, or other components.

The Customer shall respond promptly to the designated Motorola contact regarding any conflicts with the scheduled outage.

Motorola shall not proceed with any scheduled System outage without written concurrence from the Commonwealth. Motorola shall notify the Customer immediately when the outage extends beyond the scheduled time provided. Motorola will promptly report service restoration to the Customer.

## **Section 8            UNSCHEDULED OUTAGES**

Motorola shall acknowledge receipt of notice of an emergency outage. Motorola shall evaluate, assess, and determine a course of action for the emergency outage and notify the Commonwealth of the actions being taken and an estimated restoration time.

Motorola shall immediately notify the Customer on the status of any emergency outage and provide the Commonwealth with timely updates during such outage. Motorola shall promptly report service restoration to the Customer.

## **Section 9            ROOT CAUSE ANALYSIS**

Within 48 hours of restoration of a critical or high priority incident, an initial root cause analysis (RCA) and updates on repairs shall be provided to the Customer in real time in an electronic format. The initial RCA, updates on repairs, and final RCA shall be made available to Customer in Customer's Work Ticket Tracking system in real time and on-demand. The final, written RCA shall be completed and delivered to the Customer within 10 Business Days<sup>1</sup> for critical or high priority incidents and 20 business days for medium and low priority incidents, or upon a schedule mutually agreed upon by the Parties. The RCA at a minimum shall contain the cause of the outage, actions taken to repair, and steps to prevent future outages.

## **Section 10          INFRASTRUCTURE REPAIR**

The infrastructure repair service covers all Motorola Solutions-manufactured equipment, as well as the following third-party equipment and services, as installed and used as part of the System or in coordination with primary partners of the System:

1. NICE logging recorder (MassDOT)
2. Verint logging recorder (GHQ)
3. Genesis OTA and OPS Bridge equipment
4. Aviat microwave
5. MPLS equipment
6. New/re-used Generators
7. New/re-used HVAC
8. New/Re-used DC Power systems (excluding batteries)
9. Re-used UPS (GHQ)
10. Re-used backhaul links and equipment
11. Site security and site access equipment
12. FCC licensing maintenance
13. Rodent management
14. Asset management
15. Testing and monitoring equipment
16. Other equipment and software mutually agreed upon by the Parties

The System components used for infrastructure repair shall be the same as provided in the Parties' Agreement or comparable if approved in writing by Customer prior to the installation. All equipment installations and repairs must conform to the manufacturer's specifications, unless otherwise approved in writing by the Customer.

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<sup>1</sup> Business Days are defined as Mondays through Fridays, with the exception of Commonwealth of Massachusetts holidays as listed on <https://www.sec.state.ma.us/cis/cishol/holidx.htm>

## Section 11 SERVICE PRIORITY LEVEL DEFINITIONS

The following Priority level definitions will be used to determine the maximum response times of the Incidents. Table 1 describes the criteria Motorola Solutions uses to prioritize incidents and service requests and lists the response times for those priority levels.

TABLE 1: PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Critical P1</b>	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Backhaul Failure:</b> Loss of connectivity to both core sites or loss connectivity between the core and the sites</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 30 minutes of Centralized Managed Support Services Organization (CMSO) logging incident.</p> <p>Motorola is responsible for notifying the Commonwealth within two (2) hours of the request being logged at CMSO with immediate notifications being provided where feasible.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater. If two (2) or more trunked channels are down</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p> <p><b>Backhaul Failure:</b> Loss of connectivity to a core site or loss connectivity of 10% of the links</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p> <p>Motorola is responsible for notifying the Commonwealth within two (2) hours of the request being logged at CMSO with immediate notifications being provided where feasible.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p> <p><b>Backhaul Failure:</b> Loss of connectivity to a single link at a multiple link locations.</p> <p><b>Site/ Subsite:</b> Failure of any site components including system security, DC plants, HVAC and generators. If 1 or more trunked channels are down.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p> <p>Motorola is responsible for notifying the Commonwealth within four (4) hours of the request being logged at CMSO with immediate notifications being provided where feasible.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
<b>Low P4</b>	<p><b>Service Requests:</b> Minor events and warnings in the system (including security systems, HVAC and generators). Preventative and planned maintenance activities (scheduled work).</p> <p><b>Backhaul Failure:</b> Any single device failure or not operating to specification.</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>	Not applicable.

## Section 12 ESCALATION

Motorola technicians are given a fixed amount of time to respond to a service request. If they do not respond, the case is escalated to their manager. If still no response, the case is escalated to a Motorola Customer Service Manager. This process ensures that escalation continues up the management chain, and if necessary, until it reaches a Motorola Vice President to ensure agreed upon response times are met. Incident escalation begins when the technician has not contacted Motorola CMSO within the following time requirements:

1. Acceptance of Incident within 15 minutes of initial communication.
2. Site Arrival not reported in accordance with Response time commitment set forth in the priority level response time goals.
3. Report Incident closure or next steps to be taken within 8 hours of on-site arrival.
4. Manage all Customer communication for Incident activity including but not limited to:
  - a. Incident opening
  - b. Incident assignment
  - c. Incident site arrival
  - d. Incident deferral
  - e. Incident closure

The field technician restores the System by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the CMSO or product engineering teams as needed.

If the Customer has reason to believe an incident is not being responded to or is being responded to inappropriately, the Customer may request an escalation of the incident based on the following escalation ladder:

TABLE 2: ESCALATION LADDER

Escalation 1	Escalation 2	Escalation 3	Escalation 4	Escalation 5
Field Services Manager	Customer Support Manager	Regional Service Manager	Services Director	Services Vice President

### Section 13 PREVENTIVE MAINTENANCE

System equipment and components shall be inspected and adjusted periodically, as required, and not less than once every year. Motorola will make reports and updates of the preventative maintenance routines planned, accomplished, and those not accomplished as scheduled available to Customer in Customer's work ticket system (MCM) in real time and on-demand.

Preventive maintenance will be conducted by appropriately trained technicians. Preventive maintenance services will include:

- Physically inspecting equipment
- Removing dust and foreign substances
- Cleaning filters
- Measuring, recording, aligning, and adjusting equipment to meet original manufacturer's specifications
- Other services as mutually agreed upon by the Parties

Preventive maintenance service will be performed on the following schedule. Additional services may be added by the Parties at a mutually agreed upon schedule.

TABLE 3: PREVENTIVE MAINTENANCE SCHEDULE

Preventative Maintenance Schedule					
	Weekly	Monthly	Quarterly	Semi-Annually	Annually
Simulcast Prime Site (radio, DC, timing reference, comparators, control equipment, switches and routers, and security systems)				X	
Simulcast Remote Site (radio, DC, timing reference, switches, and routers, and security systems)				X	
HVAC					X
Generator					X
ASR Site				X	
Antenna System Tower Top Amp – Over-the-Air (OTA)			X		
Antenna System (OTA)					X
CORE Equipment		X			
Backup System Databases		X			
Microwave Radio Equipment (OTA)				X	
Microwave Channel Bank Equipment				X	
Dispatch Console Operator Equipment					X

Dispatch Console Power Supplies				X	
Dispatch Console Controllers				X	
MOSCAD Central - Record Software Version					X
MOSCAD Central - Archive Alarm History		X			
MOSCAD-Test Random Remote Alarms		X			
Backhaul Links Analytics review			X		
Ticket Criteria, Notification Level, and Contact Review					X

All work or testing done under this agreement shall meet or exceed all testing for all relevant NFPA1221 requirements.

#### **Section 14      REPORTING**

Reports of the levels of service planned and provided shall be made available to the Customer in Customer's work ticket system in real time and on-demand.

Maintenance logging will be a direct responsibility of the Motorola System Manager and will be performed using the Customer's work ticket system. Maintenance logs will be made available to Customer in real time and on-demand.

The Motorola System Manager will report or otherwise provide notification to the Customer of the activities of the Motorola service team at CoMIRS+P25 sites or on the System on a weekly basis. Written reports of all maintenance activities conducted and planned will be provided to the Commonwealth on a monthly basis. In addition, the Motorola System Manager will update the Customer's work ticket system with information regarding the activities of the Motorola service team at CoMIRS+P25 sites or on the System in real time and such updates will be made available to Customer on-demand.

#### **Section 15      EXCEPTIONS**

These warranties and service levels do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner, provided that Motorola provides Customer with manuals identifying normal, customary, and authorized use, liquids, neglect, or acts of God; any of the following if not performed by Motorola or a Motorola agent or Commonwealth agent, as authorized by the Agreement: testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment; Customer's failure to comply with all applicable industry and OSHA standards; (ii) Equipment that has had the serial number removed or made illegible; (iii) batteries (because they carry their own separate limited warranty) or consumables; (iv) freight costs to ship Equipment to the repair depot; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

Specific items also excluded from the warranty program include:

- All Antennas, Transmission lines, Tower Climbs, R.F Connectors and all consumable devices such as tapes, computer disks and batteries.
- All labor to repair or replace stated items are billed based on time and material rates.
- All Generator fuel systems.

#### **Section 16      LIQUIDATED DAMAGES FOR FAILURE TO MEET RESPONSE TIMES FOR CRITICAL P1 FAILURES**

In the event that, during any annual maintenance period, Motorola, its agents or any other entity performing the work or services under the Agreement, fails to meet the timelines set forth in Table 1 above for two (2) Critical P1 incidents, at Customer's sole discretion, Motorola will provide a two percent (2%) discount off the total costs of the next annual maintenance year. Should Motorola, its agents or any other entity performing work or services under the Agreement,

fail to meet its response time for additional Critical P1 incidents as provided in Table 1 above within the same year, Motorola will provide an additional one percent (1%) discount for each failure. For the avoidance of doubt, a year under this Section will consist of a twelve (12) month period, beginning on the date of the first failure to meet the Table 1 metrics for a Critical P1 incident. The total discount provided under this Section 16 will not exceed five percent (5%) of the next annual maintenance year cost, or five percent (5%) of the current annual maintenance cost in the final year of the Agreement. Upon Customer's request, Motorola will provide such discount in the current maintenance year in the form of a credit to the Customer. In the final year of the Agreement, upon Customer's request, Motorola will provide such discount in the form of a refund to Customer. Motorola will also adhere to Section 12 Escalations to ensure that Motorola meets the responses times. If Motorola fails to meet its SLA commitments five (5) times during the Term of the Agreement, Motorola will provide a dedicated team to meet with the Customer on a weekly basis, or as otherwise requested by Customer, to review Motorola's staffing plan and test Motorola's incident response times. Any issues discovered during this review and testing will be promptly remediated by Motorola.

This provision includes:

- Technical Support Services
- Dispatch Services
- Infrastructure Repair w/ Advance Replacement
- Onsite Infrastructure Response Premier
- Network Monitoring

***Delay Provision***

If a delay to the Performance Schedule is caused solely by Customer (including its other contractors), Motorola will notify the Customer and provide the Customer with a thirty (30) day opportunity to cure. If the delay is not cured within this period, Motorola and the Customer will enter into negotiations to (i) adjust the Performance Schedule and (ii) compensate Motorola for all reasonable costs incurred because of the delay. The parties will execute a written Change Order to this SOW governing (i) and (ii). Motorola will take all commercially reasonable steps to minimize the costs incurred because of the delay, which may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; price increases for third party vendors and materials; and preparing and implementing an alternative implementation plan.

***Liquidated Damages:***

If a delay to the Performance Schedule is caused solely by Motorola (including its subcontractors) where the completion date (Final Acceptance) is pushed out for any phase (IS1A, IS1B, IS1C, and IS1D) a phased penalty shall be assessed of \$3,000.00 per day, in aggregate not to exceed 5% of the Contract value (excluding maintenance and allowances).



## **RIDER TO THE NOKIA END USER LICENSE AGREEMENT**

This Rider to the Nokia End User License Agreement (“Nokia Agreement”) is between the Executive Office of Technology Services and Security (“EOTSS”) on its own behalf and on behalf of the Commonwealth of Massachusetts and Motorola Solutions, Inc. (“Motorola”). This Rider hereby clarifies the terms of the Nokia Agreement as follows:

1. The End Customer as used in the Nokia Agreement shall be defined as the Commonwealth of Massachusetts and all Secretariats, including the Executive Office of Technology Services and Security, Commonwealth Agencies, Commonwealth organizations, Commonwealth municipalities, Commonwealth counties, and agents of the Commonwealth.
2. In Section 1 (Licence), subsection VII, the term “employees” shall be defined as “employees and agents, who have executed a Non-Disclosure Agreement (“NDA”) with End-Customer at least as stringent as the terms of the NDA between End-Customer and Motorola.”
3. The Nokia Agreement shall be modified as necessary to comply with applicable law. Accordingly:
  - a. The last sentence in Section 2 (Restrictions on Use) shall be amended to read as follows, “Solely to the extent permitted by law, End-Customer agrees to defend and hold Nokia harmless from any claims for loss, cost, damage, expense or liability that may arise out of or in connection with the use, sale or other distribution of the Software in such applications.”
  - b. The following sentence is added after the last sentence of Section 3 (Duration and Termination), subsection III: “Notwithstanding the foregoing, End-Customer may retain copies of the Licensed Materials in accordance with State retention policies and statutes, provided that any information which is subject to a statutory exemption in accordance with M.G.L c.4.s. 7 (26), or subsequent statute, will be protected under the confidentiality provisions of this Agreement.”
4. In Section 4 (Payment and Audit Rights), Nokia’s remote access as defined in subsection II shall be subject to End-Customer’s reasonable security and privacy requirements and shall be reasonably limited so that such access does not interfere with End-Customer’s customary business practices.

Motorola and EOTSS hereby agree to the terms of this Rider and Motorola represents that it has the authority required to accept such clarifications to the Nokia Agreement.

**Executive Office of Technology  
Services and Security**

**Motorola Solutions, Inc.**

Signature: Curtis Wood (Nov 9, 2021 09:07 MST)

Name: Curtis M. Wood

Title: Secretary/Commonwealth CIO

Date: Nov 9, 2021

Signature: Patty Holtschneider (Nov 9, 2021 10:29 EST)

Name: Patty Holtschneider

Title: Strategic Project Vice President  
Motorola Solutions, Inc

Date: Nov 9, 2021

For the purpose of this document the capitalised terms and acronyms shall have the meanings as defined herein.

## 1. LICENCE

- (i) Under the End-User Licence Agreement ("EULA"), End-Customer shall have a nonexclusive, non-transferable, non-sub-licensable, indivisible licence to use Software in object code form only and the furnished Documentation for the operation of such Software.
- (ii) If the Software is provided together with a Product, it may only be used in connection with such Product.
- (iii) End-Customer receives no title or ownership rights to the Licensed Materials, and all such rights shall remain with Nokia or its third party licensors, as the case may be.
- (iv) End-Customer shall comply with all supply, export, import and re-export laws and regulations of France, the United States of America, and of the countries of origin of the Licensed Materials and all countries where the Licensed Materials are used, imported, exported or re-exported.
- (v) End-Customer shall treat Licensed Materials as proprietary and a trade secret of Nokia or its third party licensors, which obligation shall survive any expiration or termination of the EULA.
- (vi) End-Customer shall not remove from the Licensed Materials any of the trademarks, trade names, logos, patent or copyright notices or markings to the Licensed Materials.
- (vii) End-Customer shall not make Licensed Materials or any parts of either (including any methods or concepts utilized or expressed therein) available to any person except to its employees on a "need to know" basis, always provided that End-Customer shall cause such employees to comply with the terms and conditions of the EULA.
- (viii) End-Customer shall not make any copies of Licensed Materials or parts of either, except for archival backup purposes, and when making such permitted copies, shall transfer to any such copy any trademarks, copyright markings and other proprietary markings on the Licensed Materials.
- (ix) End-Customer shall not reverse engineer, decompile, translate, adapt, arrange, error correct or otherwise alter the Licensed Materials.
- (x) End-Customer acknowledges that there is no warranty that operation of Licensed Materials will be uninterrupted or error free or that Licensed Materials will meet End Customer's specific requirements.

## **2. RESTRICTIONS ON USE**

Nokia's Software intended for standard commercial uses. Without the appropriate network design engineering and the prior written consent of Nokia through Partner, Software must not be used in any hazardous environments requiring fail-safe performance, including, but not limited to, aircraft navigation or communication systems, air traffic control, in the operation of nuclear facilities, direct life support machines or defence systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage. End-Customer agrees to defend and hold Nokia harmless from any claims for loss, cost, damage, expense or liability that may arise out of or in connection with the use, sale or other distribution of the Software in such applications.

## **3. DURATION AND TERMINATION**

- (i) Licences to the End-Customer hereunder may be perpetual unless terminated in accordance with the termination provisions of the EULA.
- (ii) Partner and/or Nokia shall have the right to terminate a licence to the Licensed Materials, if End-Customer violates the EULA or fails to pay for them.
- (iii) Immediately upon termination, the End-Customer shall cease to use the Licensed Materials. The Licensed Materials and all copies thereof will be destroyed or returned to Partner and/or Nokia. The End-Customer shall furnish Partner and Nokia with evidence satisfactory to them that all copies not returned have been destroyed, including partial copies and related materials.

## **4. PAYMENT AND AUDIT RIGHTS**

- (i) Each licence is subject to payment of the relevant licence fee and compliance with the terms and conditions of this Agreement.
- (ii) End-Customer shall grant Partner and/or Nokia remote access to End-Customer's systems and tools with sufficient privileges as reasonably required by Partner and/or Nokia in order to verify use of the Licensed Materials in compliance with licence fees paid.

## **5. GENERAL TERMS**

- (i) End-Customer contractual rights for any warranties or damages shall be according to the contractual agreement between End-Customer and Partner selling/sublicensing the Products. The EULA does not entitle End-Customer to pursue any claim against Nokia.
- (ii) End-Customer shall not assign any rights or delegate any obligations hereunder without the prior written consent of Nokia obtained through Partner. Any purported assignment of rights or delegation of obligations in violation of this paragraph is void.

- (iii) The EULA may not be changed except by an amendment signed by the duly authorised representatives of each of the Parties. The same applies for changes to this clause.
- (iv) End-Customer's obligations under the EULA, including but not limited to the obligations to protect the interests of Nokia and/or its third party licensors, shall survive expiration and/or termination of the EULA.
- (v) End-Customer acknowledges and agrees that: (1) Nokia is an intended third party beneficiary of the EULA, (2) Nokia is allowing End-Customer to obtain and use the Licensed Materials under the EULA on the condition that End-Customer agree to abide by all of the terms of the EULA, and (3) End-Customer waives any claims or defences it may have, if any, based on lack of privity or the absence of a written agreement with Nokia or failure of consideration to support the EULA.

## 6. DEFINITIONS

- (i) "**Documentation**" means written materials or graphic files (e.g., installation manuals, operating instruction manuals, user documentation, maintenance documentation, system documentation, promotional brochures, and materials useful for design) that are displayed or printed and that relate to or support the Deliverables.
- (ii) "**Licensed Materials**" means the Software and Software-related Documentation that are licensed to End-Customer.
- (iii) "**Products**" means the hardware or other devices delivered by Nokia, specifically excluding Licensed Materials, Software and Services.
- (iv) "**Software**" means any software, computer program, object code, algorithms, analytics, listing or related material in machine-readable or printed form (including third-party software and firmware), or any updates, upgrades, patches, fixes, enhancements, improvements, and modifications thereto, that are included in the Products or licensed separately, regardless of the form or media on which it is delivered (e.g., firmware, download, disc, etc.), but excluding free and open source software and source code.

\*\*\* END OF DOCUMENT \*\*\*

## Attachment F

# Agreements and Understandings Regarding Motorola Solutions RFR Exceptions and Assumptions

This document addresses each of the six (6) Motorola Solutions exceptions taken with and fifty-three (53) assumptions made regarding the CoMIRS Modernization Part 2 RFR. The resolution of each exception and assumption is included below.

### MSI RFR Exceptions

Below are the exceptions, as submitted by Motorola Solutions, to the CoMIRS Modernization Part 2 RFR. Each exception is mapped to one or more RFR sections. The “Proposed Alternative” column is the Motorola Solutions proposal from its bid submitted in April 2021. The “MSI Additional Details” column was provided by Motorola Solutions during contract negotiations. The “Resolution” column is the agreement reached between the Parties regarding this RFR exception.

ID	RFR Section	Title	Proposed Alternative	MSI Additional Details	Resolution
1	REQ2-2.3.b	Shelter Floor Insulation	Fabrication process does not allow for a determination of the insulating rating of the shelter floors. Shelter floors will be constructed to public-safety grade supporting R56 Standards.	The floor is a honeycomb installation. There's foam insulation in the openings of the combs, however the manufacturer does not have a rating on the insulation. These shelters have been implemented in all areas of the country without issues due to floor insulation.	Exception accepted with comment. Motorola meets the intent of the RFR to provide a public safety grade communication shelter. Based on the manufacturing process, Motorola cannot guarantee the floor to have an R-11 rating. Motorola will work with the Commonwealth to address any issues that arise regarding new shelter flooring throughout the implementation, warranty, and maintenance periods of the contract.
2	REQ2-2.10.b	Grounding Electrode System	For the purposes of developing our response, Motorola has assumed that the soil and existing ground systems have a resistance to ground that will allow us to achieve a earth/ground resistance of 5 ohms or less without enhancements or improvements to the existing ground or ground systems being required. This will require further evaluation and testing postsale to obtain the information needed to determine existing conditions and assess what, if anything, is needed to provide enhancements/improvements to achieve 5 ohms or less.	Depending on the ground conditions, it may not be possible to reach 5 ohms or less. Motorola will provide examples to the technical team of solutions to improve ground resistance.	Exception accepted with comment. Motorola commits to working with the Commonwealth during design, site evaluation, and implementation to ensure that sites, towers, equipment, and related are properly grounded. Any enhancements or improvements that might be required to meet 5 ohms or less; Motorola will work with the Commonwealth through the Allowances process to work to a resistance to ground that is economically feasible.

ID	RFR Section	Title	Proposed Alternative	MSI Additional Details	Resolution
3	REQ2-5.1	Continuity of Operations - Existing primary commercial power and optional secondary commercial power services.	Where new electrical service connections are proposed, the electric service connection included in our proposal (reference the site specific statement of work provided for each site) shall be 200A, 120/240V service as called for in the RFR REQ2-5 #5a. During implementation Motorola will assess existing site conditions and determine if a secondary commercial power supply is existing at sites. At that time, Motorola Solutions will work with the Commonwealth in determining if a secondary commercial power line should be added to the scope of work.	The commercial power company will require an engineering review to determine if a secondary power line can be run to the site. This will need to be coordinated between the Commonwealth and the commercial power company, with Motorola's assistance.	Exception accepted with comment. Motorola will work with the Commonwealth to implement secondary commercial power services at sites as available and determined by the Commonwealth. Services to support secondary commercial power supplies would be considered a change of scope, unless included in the Motorola RFR response, site SOW, and/or IS-1 Cost Proposal.
4	REQ2-8.5	Structural Analysis and Tower Remediation	Motorola has included conducting a structural analysis only. In the event a tower or other proposed antenna mounting structure fails the analysis, a remedial design based on the results of the structural analysis will be required in order to determine the materials, methods and procedures required to strengthen the structure. This effort has not been included in the allowances as it can vary from no cost to a complete tower replacement.	Motorola will provide an Allowance Site Matrix to further identify the range of costs for remediation.	Exception accepted with comment. Motorola provided additional costing for site development based on this exception. These additional cost estimates are included as Allowances in Motorola's revised IS-1 Cost Proposal
5	REQ2-8.7	New Tower - 20 Year Warranty	Motorola's proposed towers include a 5 year structural manufacturer's warranty. Proposed towers are selected based on extensive experience in building mission-critical systems designed to Motorola's R56 Standards and are expected to meet these standards beyond 5 years.	Motorola will meet the 20 year warranty on new towers as required.	Motorola has accepted the 20-year warranty requirement for new towers.
6	REQ2-8.8	New Tower Climbing Access	A climbing ladder has been proposed that is manufactured in 10' linear sections that will not allow you to cut it 15 ft. above the ground. The ladder proposed will start at the base of the tower and include a lockable hinge cover to prevent unauthorized access to the ladder. The ladder proposed will start at the base of the tower and include a lockable hinge cover to prevent unauthorized access to the ladder.	Proposed Alternative meets OSHA guidelines and is based on current industry standard.	Exception accepted.

## MSI RFR Assumptions

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
1	REQ 2	Civil Construction and Site Upgrades	The information provided in the COMIRS Implementation Work Plan Dated 2021-03-11, was used in developing a detailed site specific statement of work for each site and in developing the cost factors used in establishing the overall site development pricing. All following assumptions are based on information contained in the Implementation Work Plan, unless otherwise noted in Motorola's Site Specific Statements of Work.	Motorola will provide a site development matrix that consolidates all quoted scope into a single doc.	Assumption accepted with comment. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
2	REQ 2	Civil Construction and Site Upgrades	All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	When quoting, Motorola needed to baseline our hourly rates and used the typical 7:30am-5pm rate schedule.	Assumption accepted with comment. Motorola agrees to accommodate reasonable and limited work that may occasionally occur after business hours. Significant or recurring work required outside business hours may be subject to change of scope discussions with the Commonwealth.
3	General	General	Pricing is based on Prevailing Wages as called for in the RFR documents. It has been assumed that no mandatory union workers are required for the work proposed.	Union workers were not quoted as this is over and above the Prevailing Wage requirement of the RFR.	Assumption accepted, provided Motorola adheres to all applicable federal, state, and municipal statutes, regulations, and related governing prevailing wage and employment. If Union workers are required, Motorola will consider that requirement to be a change in scope subject to the change order process. Motorola acknowledges its obligations to pay wages in adherence to Commonwealth Prevailing Wages and related regulations. Any discussions concerning change of scope will be limited to any additional costs in excess of published Prevailing Wage schedules.



ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
4	REQ 2	Civil Construction and Site Upgrades	All work noted as being the responsibility of Motorola is to be completed utilizing Motorola preferred contractors.	In order to accurately quote projects we have Motorola preferred contractors. Should the Commonwealth (or site owner) have a preference of a contractor we are certainly willing to work with them and provide any modifications to the costing (either up or down).	<p>Assumption accepted with comment. Motorola has provided a list of planned contractors to implement its proposal. Motorola commits to informing the Commonwealth in a timely manner if contractor selection is subject to change. Where feasible, Motorola agrees to work with Commonwealth preferred contractors for key services (e.g., tower climbs) and the Commonwealth and Motorola agree to discuss impacts on costs should the Commonwealth require the use of a contractor not initially proposed by Motorola. Motorola agrees to work with Commonwealth preferred contractors subject to these contractors meeting Motorola requirements related to qualifications, experience, financial health, insurance, and safety requirements. Motorola also agrees to discuss any cost impacts with the Commonwealth that might result from using these Commonwealth approved contractors.</p> <p>Subcontractors used for each part of the project will be preapproved by the Commonwealth before beginning work on the project.</p> <p>Motorola will be responsible for the acts and omissions of its subcontractors. Further, Motorola will be responsible for ensuring that its subcontractors adhere to all Commonwealth project requirements (e.g., protection of sensitive data, prevailing wage, etc.)</p>
5	REQ 2	Civil Construction and Site Upgrades	All recurring and non-recurring utility costs including, but not limited to, generator fuel (except first fill), electrical, Telco will be borne by the Commonwealth.	The Commonwealth has contracts with utility companies today and this would be an extension to that process for the existing contracts.	Assumption accepted with comment. Motorola will work with the Commonwealth on establishing utility contracts as required in the RFR. The Commonwealth is responsible for the payment of utility costs, excluding first fill costs for generators.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
6	REQ 2	Civil Construction and Site Upgrades	Where applicable (i.e. lease sites), the site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort by the Commonwealth.	When quoting this we had to baseline the timeframe.	<p>Assumption accepted with comment and date extension. Both Parties commit to working toward a 60-calendar day maximum target for site leasing, and both Parties will work to expedite lease agreement finalization. Motorola will work with the Commonwealth to establish a target for site leasing for each release phase. The target date will be mutually agreed upon. The target dates for lease agreement will vary by project phase. The first phase (Phase 1A) will have a 60 calendar day target for lease agreement. Phase 1B will have a 90 calendar day target, and Phases 1C and 1D will have a 120 calendar day target. Motorola and the Commonwealth will start lease negotiations activities on all required sites during Phase 1A.</p> <p>Site lease finalization will be calculated based on the date of written notification from Motorola to the Commonwealth that Motorola has completed physical site surveys, antenna height placement, microwave path, landlord approval, and the sites are suitable to meet the agreed to system requirements. Motorola will provide any required documentation provided to Motorola by the Commonwealth prior to such written notification. An extra 30 days will be added to the calculations for landlords and tower owners that have not previously agreed to the Commonwealth Terms and Conditions for IT Contracts for this or other radio sites. For the avoidance of doubt, any delays caused by failure of the site owner to agree to the Commonwealth's required documentation will not be considered a delay to the Performance Schedule caused by Customer or its contractors. Both Parties will work to avoid any changes of scope from individual sites leases that may take longer than the specified number of days.</p> <p>The Commonwealth and Motorola will agree to a date after which this calendar provision is calculated (e.g., Motorola cannot submit all leases for agreement on Day 1 of the project).</p>

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
7	REQ 2	Civil Construction and Site Upgrades	A maximum of 30 days will be required for obtaining approved building permits from time of submission	When quoting this we had to baseline the timeframe.	<p>Assumption accepted with comment. The 30-calendar day maximum will be calculated based on the date of written notification from Motorola to the Commonwealth that Motorola has completed all required pre-requisite steps needed to commence building permitting and has resolved any known issues that would delay permitting. Both Parties will work to avoid any changes of scope from individual building permits that may take longer than the specified number of days.</p> <p>The Commonwealth and Motorola will agree to a date after which this calendar provision is calculated.</p>
8	REQ 2	Civil Construction and Site Upgrades	For zoning approvals, a maximum of 60 days will be required from time of submittal.	When quoting this we had to baseline the timeframe.	<p>Assumption accepted with comment. The 60-calendar day maximum will be calculated based on the date of written notification from Motorola to the Commonwealth that Motorola has completed all required pre-requisite steps needed for zoning approval and has resolved any known issues that would delay zoning approval. Both Parties will work to avoid any changes of scope from individual zoning approvals that may take longer than the specified number of days.</p> <p>The Commonwealth and Motorola will agree to a date after which this calendar provision is calculated.</p>
9	REQ 2	Civil Construction and Site Upgrades	Where new sites are proposed or new site components have been proposed, a waiver to zoning requirements like setbacks, etc. can be obtained.	Motorola is making the assumption that with the help of the Commonwealth we will be able to get the necessary waivers for any zoning requirements.	Assumption accepted with comment. Motorola and the Commonwealth will work together to obtain any necessary waivers for any zoning requirements. Motorola will be responsible for drafting or providing any supporting materials needed for zoning deliberations. The Commonwealth will be responsible for obtaining the zoning waiver per allowance 2.02.
10	REQ 2	Civil Construction and Site Upgrades	Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.	Motorola takes the electrical service from the meter to the shelter. Motorola can provide our electrical requirements to ensure the Commonwealth's commercial power at the meter is sufficient.	Assumption accepted with comment. Motorola to provide commercial electrical power requirements to the Commonwealth, and both Parties will work to assure that power supplies are adequately and appropriately provided at all sites. As needed, Motorola and the Commonwealth will mutually agree to how any additional costs will be accounted for and billed to the project.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
11	REQ 2	Civil Construction and Site Upgrades	Hazardous materials are not present at the work location. Testing and removal of hazardous materials (i.e. contaminated soils, asbestos, lead, etc.), found during site investigations, construction or equipment installation is excluded from Motorola's proposal. The Commonwealth shall immediately be notified should hazardous materials be encountered.		<p>Assumption accepted with comment. Motorola will promptly notify the Commonwealth of any identified hazardous materials encountered. Motorola will immediately stop work and notify the Commonwealth to determine next steps. Services required to clean up or otherwise mitigate any hazardous materials may be subject to payment as an approved project Allowance or, if not budgeted, as a change of scope.</p> <p>Neither Motorola nor the Commonwealth shall be held responsible for any delays resulting from workplace hazardous materials.</p>
12	REQ 2	Civil Construction and Site Upgrades	If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included. Tribal reviews and associated fees are excluded.	Motorola will work with the Commonwealth to identify sites where Full NEPA studies need to be conducted and provide pricing. Limited NEPA studies have been included for all proposed new and existing sites.	<p>Assumption accepted with comment. Pricing for Full NEPA's have been added to the IS-1 Allowances budget. Motorola will inform the Commonwealth when a Full NEPA is required for any site.</p> <p>Neither Motorola nor the Commonwealth shall be held responsible for any delays resulting from NEPA reviews and required mitigations.</p>
13	REQ 2	Civil Construction and Site Upgrades	AM detuning remediation has not been included as an AM analysis will need to first be conducted	Motorola's proposed design has one (1) site (Needham) that has a potential for AM detuning. Motorola has included the costs for the engineering analysis for this site.	Assumption accepted with comment. Motorola will be responsible for conducting the engineering analysis for the Needham RF site as part of the IS-1 fixed cost. Any required AM detuning remediation may be handled as an Allowance, if budgeted, or as a change of scope.
14	REQ 2	Civil Construction and Site Upgrades	Where we are proposing to install antennas on existing towers or other antenna mounting structures, the antenna locations for the proposed antenna system design will still be available at the time of installation.	Motorola will coordinate this with the Commonwealth and Site Owners immediately after contract as part of our Site Survey and Lease Negotiations.	Assumption accepted with comment. Motorola affirms that it has provided due diligence to confirm that appropriate space for Commonwealth antennas existed at the date of RFR response. In coordination with the Commonwealth, Motorola will work with the site owner to confirm space availability immediately after contract initiation as part of its Site Survey and Lease Negotiations activities. Motorola will support the Commonwealth in completing the applications; however, the Commonwealth is responsible for lease negotiations.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
15	REQ 2	Civil Construction and Site Upgrades	Sites will be accessible for delivery of equipment and materials without the need for special equipment unless noted otherwise in the site specific statement of work provided for each site. Sufficient space will be available at the site for these construction vehicles to maneuver under their own power, without assistance from other equipment. Roadways will be maintained (to include snow removal, debris removal, repairs to washouts, etc.) by site owners to allow for access. Unless noted in the site specific statement of work provided for each site, access roadway improvements are excluded.	For sites where Motorola determined special equipment was needed for delivery, Motorola has included costs as noted in the site specific Statement of Work.	Assumption accepted with comment. Motorola has specified in its submitted site-specific Statements of Work which sites will require special equipment and those costs for those sites have already been included in the IS-1 Fixed Price. Motorola commits to being creative and flexible in how it approaches and implements site improvements. Motorola agrees that the costs for any additional services will be handled as an Allowance and will be defined in a Task Order, as specified in SOW Section 5. All Allowance expenditures must be pre-approved by the Commonwealth.
16	REQ 2	Civil Construction and Site Upgrades	There will be sufficient room at the sites to allow for laydown and staging of materials and equipment. This includes crane set up for off-loading and setting of new site components. Improvements required to create staging/crane set-up areas are excluded.	There are a limited number of sites where this could be needed. Motorola has included time and effort as identified in the site specific Statements of Work where appropriate.	Assumption accepted with comment. Motorola has specified in its submitted site-specific Statements of Work which sites will require specialized layouts and staging and those costs for those sites have already been included in the IS-1 Fixed Price. Motorola commits to being creative and flexible in how it approaches and implements site improvements.  Motorola agrees that the costs for any additional services will be handled as an Allowance and will be defined in a Task Order, as specified in SOW Section 5. All Allowance expenditures must be pre-approved by the Commonwealth.
17	REQ 2	Civil Construction and Site Upgrades	Where excavation activities are required to complete the scope of work proposed (i.e. construction of foundations) Motorola Solutions has included conducting third party locates and mark-outs in an attempt to located existing underground utilities. In developing our proposal, it has been assumed that there are no existing utilities present and as such the relocation or removal of existing utilities has been excluded from our proposal. Should existing utilities be located that will interfere with the proposed site development scope of work, Motorola Solutions will work with the Commonwealth on developing a plan for how best to address the utilities including providing an estimate of the additional costs should relocation or removal be required.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comment. Motorola agrees that the costs for any additional services will be handled as an Allowance and will be defined in a Task Order, as specified in SOW Section 5. All Allowance expenditures must be pre-approved by the Commonwealth.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
18	REQ 2	Civil Construction and Site Upgrades	Extensive hand digging is not required at existing or new collocation sites where excavation activities are required for the scope of work proposed	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. Additional Allowances have been added to the project budget that account for sites that may require extensive hand digging.
19	REQ 2	Civil Construction and Site Upgrades	Structural analyses for towers or other structures that Motorola is not performing will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.	Structural analysis is a post contract effort as it requires cost for each tower. Once the contract is signed Motorola would immediately conduct structural analysis of each tower. Once the report comes back we would then ask the tower company for a remediation plan with a scope of work and pricing attached. For leased sites, the lease agreement must first be executed before the structural analysis can be completed.	<p>Assumption accepted with comments. For towers owned by the Commonwealth or other State Agencies or where the towers are not owned by a third party tower owner, Motorola will proceed with structural analysis in accordance with the project/implementation schedule upon receipt of the existing tower / tower foundation as-built documentation needed to conduct the structural analysis (or in the acknowledged absence of said documentation). For third party owned towers (leased sites), Motorola has included pricing to cover the cost of the tower owner conducting the structural analysis which is subject to a formal lease being executed.</p> <p>Tower structural analysis is included as an IS-1 fixed price. Tower structural remediation is included as an Allowance in the IS-1 budget. The remedial design is first required in order to determine the remediation required.</p> <p>The Commonwealth reserves the right to cancel a lease after completion of a structure analysis, should the study suggest the tower is not fit for Commonwealth purposes or the costs of mitigation are excessive. The Commonwealth, with the assistance of Motorola, will confirm with each tower owner that this right will be honored and language for such will be included in any resulting agreement. These efforts to confirm acknowledgement that the Commonwealth may cancel a lease based on tower structural analysis is considered a Motorola pre-requisite activity for site selection.</p>
20	REQ 2	Civil Construction and Site Upgrades	Where limited NEPA reviews have been proposed at existing tower or other existing antenna mounting structure a formal NEPA review has been completed for the site and a copy of this review/report will be available.	For sites where NEPA studies have already been performed, Motorola requests the Commonwealth (or site owner) provide that documentation.	Assumption accepted with comments. Both Parties will work to identify whether or not a formal NEPA review has been completed for each site. Where available, NEPA reports will be provided to both Parties.
21	REQ 2	Civil Construction and Site Upgrades	Structural and foundation as-built drawings of the proposed antenna support structures (i.e. towers, roof-tops, monopoles, etc.) will be made available to preclude the need for ultrasonic testing, dispersive wave testing geotechnical borings or exploratory excavation.	Once the contract is signed Motorola would immediately conduct structural analysis of each tower. However, this study requires structural and foundation as-built drawings.	Assumption accepted with comments. Any available as-built drawings will be provided to Motorola for planned sites. The IS-1 Allowances includes a budget line for foundation analysis and remediation.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
22	REQ 2	Civil Construction and Site Upgrades	Existing site equipment electrical and heat loading will be made available.	Motorola has calculated the electrical and heat loads for the proposed system. This assumption pertains to any other existing (non-Motorola) equipment and utility equipment present at the site.	Assumption accepted with comments. Motorola affirms that it has accounted for sufficient electrical and heat loads for sites and equipment that it currently has maintenance responsibilities. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWs. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
23	REQ 2	Civil Construction and Site Upgrades	Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.		Assumption accepted with comments. An Allowance for tower foundation improvements has been included in the IS-1 Allowances.
24	REQ 2	Civil Construction and Site Upgrades	For new towers greater than 200 feet in overall height, FAA obstruction lighting has been included. Painting or dual lighting of any new towers has not been included.	Dual Lighting for the new towers are included. Painting the new towers are not required as the spec called for zinc coating.	Assumption accepted with comments. Motorola is required to meet all FAA and related requirements and guidelines for tower construction. Should painting of a tower be required in addition to any lighting proposed, these services will be treated as a change of scope.
25	REQ 2	Civil Construction and Site Upgrades	The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.		Assumption accepted with comments. Motorola has committed to work with the Commonwealth during site selection, permitting, acquisition, and implementation to make sure all sites meet FAA, FCC, Commonwealth, zoning, and environmental permitting requirements. Should a site fail to meet a critical precondition for site buildout, Motorola will attempt to identify the issue as early in the project as possible and in accordance with the formal implementation schedule and will work with the Commonwealth for site relocation or remediation and may result in a change of scope adjustment. Should any changes to design be required, Motorola will be responsible for drafting the proposed design changes for Commonwealth review and approval.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
26	REQ 2	Civil Construction and Site Upgrades	Pending a formal geotechnical survey, the assumed Soils are; Clay soil per TIA-222-G Annex F. - reference the preliminary tower foundation designs included with our response.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation, including costs associated with different types of soil or objects in the soil. Those costs are accounted for in the Allowance estimates.
27	REQ 2	Civil Construction and Site Upgrades	Dry hole (no ground water will be encountered). No dewatering will be required for tower foundation.	Applies to the two (2) new tower locations.	Assumption accepted with comments. Motorola will be conducting geotechnical surveys in accordance with the approved implementation schedule to determine whether this assumption holds true and will work with the Commonwealth to address or mitigate as needed.
28	REQ 2	Civil Construction and Site Upgrades	No Shoring, Pilings, Permanent Casing, or removal of hazardous material will be required for new tower foundation.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. Motorola has not provided an estimate/allowance for the testing, handling, or disposal/remediation of hazardous materials. Addressing hazardous materials is excluded from Motorola's proposal and will be handled via either the Allowance or Change Order processes.
29	REQ 2	Civil Construction and Site Upgrades	For new foundations, soils excavated can be reused as back-fill and will not require conditioning before they can be used. Any remaining soils can be spread out on site to eliminate the need to haul off of site.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances.
30	REQ 2	Civil Construction and Site Upgrades	Fall zone considerations have not been factored into the design of the tower pending formal permit/zoning submittals.		Assumption accepted with comments. Motorola will identify early in the project any fall zone considerations and present to the Commonwealth any recommended changes based on those identified needs.
31	REQ 2	Civil Construction and Site Upgrades	Foundations for shelter, generator, and fuel tank are based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs (with the exception of Hazardous Materials) that may occur during site implementation. Those costs are accounted for in Allowances.
32	REQ 2	Civil Construction and Site Upgrades	Removal of rock other than utilizing a standard excavator has not been included.	Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances.
33	REQ 2	Civil Construction and Site Upgrades	Where we are proposing to replace indoor generators, it has been assumed that modifications to, or the addition of doors or intake/exhaust vents will not be required in order to support the replacement of the generators.	Indoor generators will be swapped with new generators and addition of door / additional intake/exhaust vents were not costed. Motorola used this assumption as a baseline for costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances.



ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
34	REQ 2	Civil Construction and Site Upgrades	Antennas and antenna cabling, UPS, Batteries, and Generators are to be transported and delivered to a location identified by the Commonwealth located within 50 miles of the site.	Motorola used 50 mile distance as a baseline to calculate transportation costs	Assumption accepted with comments. The Parties will identify mutually acceptable delivery locations prior to site development activities.
35	REQ 2	Civil Construction and Site Upgrades	Fuel Tanks – Where the fuel tank is used for the storage of propane it has been assumed that the local propane supplier under contract with the Commonwealth will be transferring remaining fuel to new tanks and providing for the removal of the existing tank. Where the fuel tank is used for the storage of diesel fuel, the existing diesel fuel will be transferred from the old tank to the new tanks. The existing/empty tanks to be transported and delivered to a location identified by the Commonwealth located within 50 miles of the site.	Motorola used 50 mile distance as a baseline to calculate transportation costs	Assumption accepted with comments. The Parties will identify mutually acceptable delivery locations prior to site development activities. Motorola is responsible for the disposal of all replaced fuel tank equipment.
36	REQ 2	Civil Construction and Site Upgrades	HVAC Units - Existing units removed are to be drained of refrigerant that will be handled and disposed of in accordance with applicable environmental regulations. Certificates certifying disposal of the refrigerant will be provided to the Commonwealth. Once free of refrigerant the HVAC units removed will be transported and delivered to a location identified by the Commonwealth located within 50 miles of the site.	Motorola used 50 mile distance as a baseline to calculate transportation costs	Assumption accepted with comments. The Parties will identify mutually acceptable delivery locations prior to site development activities. Motorola is responsible for the disposal of all replaced HVAC equipment.
37	REQ 2	Civil Construction and Site Upgrades	Existing electrical service to these rooms/shelters has sufficient capacity to support the loading of the new equipment proposed pending a formal evaluation.	Motorola takes the electrical service from the meter to the shelter. Motorola can provide our electrical requirements to ensure the Commonwealth's commercial power at the meter is sufficient.	Assumption accepted with comments. Changes to site needs will be evaluated early in the project and addressed during CDR Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
38	REQ 2	Civil Construction and Site Upgrades	Existing generators (labeled as not candidates for replacement) have sufficient capacity to handle the electric load of the new equipment proposed to be installed by MSI.	Motorola's proposal scope was based on the detail provided in the Implementation Work Plan. Motorola and the Commonwealth will validate that information as part of this process.	Assumption accepted with comments. Changes to site needs will be evaluated early in the project and addressed during CDR. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individual Site Development SOWS will be updated throughout the implementation.
39	REQ 2	Civil Construction and Site Upgrades	Existing HVAC systems (labeled as not candidates for replacement) have sufficient capacity to support the heat loading of the new equipment proposed by MSI. For these HVAC systems, it has been assumed that the existing openings on the existing building are sufficient and no additional remedial work or modifications to these openings are required.	Per question 136 the Commonwealth indicated what HVACs need replacing.	<p>Assumption accepted with comments. Changes to site needs will be evaluated early in the project and addressed during CDR. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individuals Site Development SOWS will be updated throughout the implementation.</p> <p>Motorola agrees that the costs for any additional services will be handled as an Allowance and will be defined in a Task Order, as specified in SOW Section 5. All Allowance expenditures must be pre-approved by the Commonwealth.</p>
40	REQ 2	Civil Construction and Site Upgrades	Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.	Motorola used this as our baseline for the proposal. We can work with the Commonwealth to determine if any incremental alarms need to be planned for.	Assumption accepted with comments. Motorola will meet the alarming requirements of the RFR, as specified in its proposal and as amended during contract discussions, and will work with the Commonwealth to determine if any incremental alarms are needed.
41	REQ 2	Civil Construction and Site Upgrades	There is existing cable management infrastructure/equipment that can be used for routing of all cabling proposed to be installed. This includes interior/exterior cable tray, cable ports, chaseways, conduits, ice bridge and tower cable tower ladder.	Motorola used this assumption as a baseline for the costs in our proposal. For sites where these items may be already included in our proposal, it is identified in our site specific Statement of Work.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individuals Site Development SOWS will be updated throughout the implementation.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
42	REQ 2	Civil Construction and Site Upgrades	The existing room/shelter floors have sufficient structural capacity to support the weight loading of the new equipment proposed by Motorola. Structural improvements to floors or to any structures are excluded. Motorola Solutions has included steel plating where heavy battery racks have been proposed to be installed in existing shelters.	Motorola has included steel plating for specific sites as identified in the Site SOWs. For sites where steel plating was not included, Motorola has provided an allowance to distribute weight as previously discussed.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWs. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
43	REQ 2	Civil Construction and Site Upgrades	The proposed/existing antenna support structures (i.e. towers, roof-tops, monopoles, etc.) are structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The towers or supporting structures meet all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements.	Structural analysis is a post contract effort as it requires cost for each tower. Once the contract is signed Motorola would immediately conduct structural analysis of each tower. Motorola used this assumption as a baseline for the costs in our proposal.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWs. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
44	REQ 2	Civil Construction and Site Upgrades	Lead paint abatement and testing of existing painted towers or water tanks is excluded from Motorola's proposal.	This is a cost item that requires someone from the State to test for lead paint. This is done after contract award.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWs. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
45	OMITTED	Omitted by Bidder			
46	REQ 2	Civil Construction and Site Upgrades	This proposal does not include any tower site owner inspection fees or other fees that could be imposed by the tower site owner for their project management and/or inspection requirements.	Private site owners typically include the fees into their leasing documents.	Assumption accepted with comments. If requested, Motorola will work with the Commonwealth to coordinate direct billing of these fees to the Commonwealth.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
47	REQ 2	Civil Construction and Site Upgrades	The existing ground systems at these sites are compliant with Motorola R56 Guidelines and Standards and are capable of providing an earth/ground resistance of 5 ohms or less. Unless noted otherwise in the site development statement of work provided for each site, enhancements or upgrades to existing ground systems are excluded pending formal testing to evaluate these systems in order to identify any existing deficiencies	Upgrades/repairs to the ground system can't be costed until they are physically inspected. Until we begin testing we are unable to properly determine what is needed. Motorola will provide additional information regarding scope for upgrades to ground systems.	Assumption accepted with comments. The Commonwealth worked with Motorola during contract negotiations to identify potential additional costs that may occur during site implementation. Those costs are accounted for in Allowances. Motorola's assumptions for costing and implementation are included in the pricing document and scope of implementation services. The following documents have the details that were used to create an assumption list: The order of precedence will be CoMIRS Site Development Tracker IS, cost sheets and Individual Site Development SOWS. CoMIRS Site Development Tracker and the individual Site Development SOWs will be updated throughout the implementation.
48	REQ1-2	Intermodulation Analysis (IM)	Motorola's Intermodulation (IM) Analysis will be based on a computer model, and identify any IM hits based on that analysis. Motorola Solutions will make recommendations to the Commonwealth to alleviate IM problems discovered through this process. The study will be conducted considering only FCC license information posted at the site and any additional information provided by the Commonwealth. Motorola will help the Commonwealth identifying the interference due to external factors but will not be responsible for mitigating it.		Assumption accepted with comments. Motorola will make all reasonable efforts to identify FCC license information at each site before conducting its IM Analysis. Motorola will work with the Commonwealth to properly interpret and analyze IM study findings.
49	REQ1-2	Intermodulation Analysis (IM)	During the deployment and warranty phase if the proposed system experiences interference of any kind due to the Motorola Solutions supplied equipment, Motorola Solutions will resolve the issue without degrading system coverage or performance. This will be limited to the frequencies posted at the site or made known to Motorola Solutions by the Commonwealth by the completion of CDR and under the assumption that all involved transmitters and receivers meet engineering best practices.	Once the frequencies are licensed, Motorola will assist the Commonwealth to provide an Intermodulation analysis and to make the appropriate recommendations for filtering and / or antenna isolation as required.	Assumptions accepted with comments. Motorola will assist the Commonwealth to provide an Intermodulation analysis and to make the appropriate recommendations for filtering and / or antenna isolation, as required.
50	REQ1-2	General	Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.	If any external interference issues occur, Motorola will help identify and make the proper recommendations necessary to alleviate any issues to the statewide system.	Assumptions accepted with comments. Motorola will assist the Commonwealth to provide an Intermodulation analysis and to make the appropriate recommendations for filtering and / or antenna isolation, as required. Any request for additional testing, including Spectrum Fingerprinting, will be handled as either an Allowance or a Change Order.

ID	RFR Section	Title	Assumption Details	MSI Additional Details	Resolution
51	REQ1-2	General	If, for any reason, any of the proposed sites or proposed antenna mounting heights cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, or re-mobilization will be negotiated by the Commonwealth and Motorola Solutions and documented through the change order process.	The coverage predictions have assumed the availability of antenna heights associated with the proposed design; should any of these heights change during the installation phase, Motorola will work with the Commonwealth to determine an alternative plan.	Assumptions accepted with comments. Should any antenna heights associated with the proposed design change during installation, Motorola will work with the Commonwealth to determine alternate plans and impacts on coverage.
52	REQ3-4	Microwave Design	Motorola has performed preliminary path calculations and computer path studies using software tools and environmental databases. These path studies are limited by being only a mathematical prediction based upon specific assumptions and cannot account for every environmental anomaly that may affect microwave path performance, such as unexpected tree growth and unaccounted terrain formations. To ensure the reliability of these proposed microwave links, a field path survey will be performed. The microwave design is not finalized until these field path surveys are completed. Should the actual field path survey reveal an obstruction to a proposed clear path for the microwave signal, Motorola will provide documentation detailing the obstructions and work with the Commonwealth on a design modification. Motorola and the Commonwealth will negotiate scope changes associated with addressing obstructions to a clear path. This includes (but is not limited to) additional microwave equipment, longer cable runs, tower modifications, additional microwave links, and tree/foliage removal.	Microwave path analysis and frequency coordination efforts are finalized after contract with the physical path surveys and prior to the actual microwave being ordered.	Assumption accepted with comments. Motorola affirms that it has made best efforts to properly perform preliminary path calculations and computer path studies. Changes to proposed microwave paths based on field path studies will be addressed as part of CDR and may result in a change of scope.
53	Section 7 of SOW Appendix A	Software Escrow	Motorola has not included the cost of the escrow as that will require an escrow agent, escrow company and bank. Should the Commonwealth decide to escrow the software, Motorola will work with Commonwealth to identify an escrow bank, an escrow agent, and an escrow company (such as Iron Mountain).		The Commonwealth has removed the software escrow requirement from this procurement.

## **Attachment G**

### **SOFTWARE SUPPORT POLICY**

This document defines specific support availability and timelines for Motorola Solutions ASTRO® 25 and Dimetra systems.

**Support Periods:** The standard support period begins when a system software release is first made available to the market. From that date, the standard support period for the software release is four years, referred to as Year 1 to Year 4 or Y1 to Y4. The extended support period is from year 5 to year 7 or Y5 to Y7. Depending on the support option, the End of Support (EoS) period is from either year 5 or year 8 and into the future. These support periods are not affected by the purchase date, shipment date or acceptance date of a system for a given software release.

**1) Standard support period:** Motorola Solutions will support the given software release in the following manner:

- **Support Service Availability**
  - Period: Y1 through Y4 from initial market availability of the software release
  - All Support Services available
- **Software Defect Repair / Patching**
  - Period: Y1 through Y2
  - Qualified Severity 1 and Severity 2 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
  - Period: Y3 through Y4
  - Qualified Severity 1 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
- **Security Services**
  - Period: Y1 through Y4
  - All Security Services available (Security Monitoring and Security Update Service)
- **System Expansion**
  - Period: Y1 through Y4
  - Full system expansion available including subscribers, sites, consoles, base stations and radio system Customer Enterprise Network (CEN) additions.

**2) Extended Support Period:** Applies to software releases that have reached the end of Standard Support. Motorola Solutions continues to provide support on such products as specified below. Extended Support includes:

- **Support Service Availability**
  - Period: Y5 through Y7
  - All Support Services available through pricing of these services will be escalated.
- **Software Defect Repair / Patching**
  - Period: Y5 through Y7
  - Defect Repair: Not available
- **Security Services**
  - Period: Y5 through Y7
  - Security Services - Not available
- **System Expansion**
  - Period: Y5 through Y7
  - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.

**3) End of Support Period:** Applies to software releases that have reached the end of Extended Support. Support for older software versions will no longer be available. End of Support includes:

- **Support Service Availability and Pricing**

- Period: Y8 and later
  - Support Services - Not Available
- **Software Patching**
  - Period: Y5 and later
  - Defect Repair - Not Available
  - Security Services - Not Available
- **System Expansion**
  - Period: Y5 and later
  - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.



**MOTOROLA SOLUTIONS**

PROPOSAL TO  
COMMONWEALTH OF MASSACHUSETTS

# SECTION 19 REQUIRED FORMS

(COMIRS MODERNIZATION PART 2 RFR) COMMBUYSBID#: BD-21-1060-ITD00-ITD00-55256

APRIL 14, 2021

## INTEROPERABLE RADIO SYSTEM MODERNIZATION – SYSTEM ARCHITECTURE AND IMPLEMENTATION SERVICES



## 19.4 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

The Request for Taxpayer Identification Number is included on the following page.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Motorola Solutions Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>D</u>  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>500 W. Monroe Street</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Chicago, IL 60661</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
3	6		-	1	1	1	5	8	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/04/2021
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## 19.5 **CONTRACTOR AUTHORIZED SIGNATORY LISTING**

The Contractor Authorized Signatory Listing is included on the following pages.

**COMMONWEALTH OF MASSACHUSETTS**  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME :** Motorola Solutions, Inc.  
**CONTRACTOR VENDOR/CUSTOMER CODE:** 00000648


**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Patty Holtschneider	MSSSI Vice President

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
\_\_\_\_\_  
Signature

Date: **April 6, 2021**

Title: MSSSI Vice President

Telephone: 410-952-7015

Fax: 847-761-1261

Email: patty.holtschneider@motorolasolutions.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May 2004



CONTRACTOR LEGAL NAME : Motorola Solutions, Inc.  
CONTRACTOR VENDOR/CUSTOMER CODE: 00000648

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Patty Holtschneider

Title: MSSSI Vice President

X Patty Holtschneider

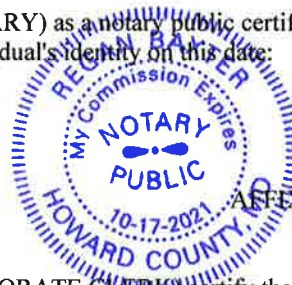
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Regan Baxter (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

April 6th, 20 21

My commission expires on: October 17, 2021



AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_

AFFIX CORPORATE SEAL

## 19.6 SUPPLIER DIVERSITY PROGRAM PLAN FORM

The Supplier Diversity Program Plan Form is included on the following page.

# Supplier Diversity Program (SDP) Plan Commitment SDP Plan Form #1

**Contract/RFR Document Number:** [Click here to enter text.](#)

**Instructions:** Completing all parts of this form is mandatory. Please read all sections of the Bid related to the SDP. Complete one form and submit with your Quote.

**Important:** Prime bidders that are certified as an M/WBE, M/WNPO, VBE, SDVOBE, DOBE and LGBTBE must also submit an SDP Plan Form and may not list themselves or their affiliates as SDP Partners.

<b>Part I Bidder/Contractor Information (Required)</b>			
<b>Business Name:</b> Motorola Solutions, Inc.	<b>Contact Name:</b> Jim Dowling	<b>Phone #:</b> 513-292-0805	<b>Email address:</b> jdowling@motorolasolutions.com
<b>Part II Annual Financial Commitment (Required)</b>			
Provide a specific <u>percentage</u> of Bidder/Contractor sales derived from this contract to be spent with all certified SDP Partners on a Massachusetts fiscal year (July 1-June 30) basis.			
<b>Annual SDP Percentage Committed in Bid Response for Life of Contract:</b>		5.5%	

**Supplier Diversity Program (SDP) Resources:**

- Lists of M/WBEs, M/WNPOs, VBEs, SDVOBEs, DOBEs and LGBTBEs certified or verified by the Supplier Diversity Office (SDO) are located at [www.mass.gov/sdo](http://www.mass.gov/sdo).
- Resources to assist Prime Bidders in finding potential Certified Partners can be found at [www.mass.gov/sdp](http://www.mass.gov/sdp).

## MOTOROLA SOLUTIONS AFFIRMATIVE ACTION POLICY

Motorola Solutions, Inc. has implemented the following policies and procedures as part of its longstanding commitment to compliance with all applicable equal opportunity and affirmative action requirements. The company expects its vendors, suppliers and contractors to abide by this policy as well.

Motorola Solutions is firmly committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment. It is therefore the company's policy to prohibit discrimination and harassment against any applicant, employee, vendor, contractor, customer, or client on the basis of race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or expression, genetic information, unemployment status, marital status, citizenship status, public assistance, pregnancy, or any other basis prohibited by law. It is also the company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or participated in a company or agency investigation into such complaints.

Motorola Solutions is also a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("Section 4212") and Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"). As such, Motorola Solutions is committed to taking positive steps to implement the employment-related aspects of the company's equal employment opportunity policy. Accordingly, it is Motorola Solutions' policy to take affirmative action to employ, advance in employment and otherwise treat qualified minorities, women, protected veterans, and individuals with disabilities without regard to their race, ethnicity, sex, veteran status, or physical or mental disability. Under this policy, Motorola Solutions also will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of the company's business.

The company's affirmative action policy also prohibits employees and applicants from being subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503, Section 4212, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; (3) opposing any act or practice made unlawful by Section 503 or Section 4212 and their implementing regulations, or any other Federal, state or local law requiring equal opportunity for disabled persons or covered veterans; or (4) exercising any other right protected by Section 503 or Section 4212 or their implementing regulations. The non-confidential portions of the affirmative action program for individuals with disabilities and protected veterans shall be available for inspection upon request by any employee or applicant for employment upon request, during normal business hours (8:30 a.m. 4:30 p.m. Monday thru Friday). Individuals wanting to review this document, or who have EEO or AA questions, issues, and/or complaints should contact the Corporate Vice President, Human Resources.

These policies apply whenever and wherever a company employee is performing a function of his or her job, including all Motorola Solutions locations, client worksites, and company-sponsored or client-sponsored business and social functions. The company's equal opportunity and affirmative action policies require that employment decisions be based only on valid job requirements, and extend to all terms, conditions, and privileges of employment including, but not limited to, recruitment, selection,



compensation, benefits, training, promotion, and disciplinary actions. Complaints and investigations will be kept strictly confidential to the maximum extent possible. No one, regardless of position or length of service, is exempt from these policies.

Version Effective Date: June 22, 2018

CO= 0033743

U= 0033743

**EQUAL EMPLOYMENT OPPORTUNITY  
2018 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. MOTOROLA SOLUTIONS INC  
500 WEST MONROE STREET  
FLOORS 39 44  
CHICAGO, IL 60661

2.a. MOTOROLA SOLUTIONS INC  
500 WEST MONROE STREET  
FLOORS 39 44  
CHICAGO, IL 60661  
COOK COUNTY

c. Y

**SECTION C - TEST FOR FILING REQUIREMENT**

1-Y 2-N 3-Y DUNS NO.:001325463 EIN :361115800

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 517919 All Other  
Telecommunications

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	6	0	0	0	0	0	2	0	0	0	0	0	8
FIRST/MID OFFICIALS & MGRS	65	29	759	23	1	118	4	8	186	14	0	35	0	1	1243
PROFESSIONALS	188	81	1855	119	3	542	4	21	500	65	3	224	2	7	3614
TECHNICIANS	109	14	687	72	2	64	6	17	62	15	1	13	0	3	1065
SALES WORKERS	36	14	587	30	2	36	2	4	116	17	0	13	0	6	863
ADMINISTRATIVE SUPPORT	11	37	108	10	0	9	0	1	170	28	2	14	0	3	393
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	2	5	11	2	0	4	1	0	4	5	0	3	0	0	37
LABORERS & HELPERS	11	13	16	28	0	30	0	1	6	33	0	29	0	0	167
SERVICE WORKERS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
TOTAL	422	193	4029	284	8	803	17	52	1047	177	6	331	2	20	7391
PREVIOUS REPORT TOTAL	395	167	3693	248	7	755	16	49	993	126	2	304	2	18	6775

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 12/16/2018 THRU 12/29/2018

**SECTION G - CERTIFICATION**

CERTIFYING OFFICIAL: JUSTINE DIAL  
EEO-1 REPORT CONTACT PERSON: JUSTINE DIAL  
EMAIL: JUSTINE.DIAL@MOTOROLASOLUTIONS.COM

TITLE: SENIOR COUNSEL  
TITLE: SENIOR COUNSEL  
TELEPHONE NO: 8475761927

CERTIFIED DATE[EST]: 04/26/2019 11:59 AM

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND SAFE, AND RESPECTFUL WORKPLACE POLICY**

### **Statement of Policy**

Motorola Solutions is committed to developing a diverse workforce with equal opportunities for all employees and applicants for employment, as well as providing a respectful and productive work environment. No person is to be discriminated against in employment or hiring decisions because of race, color, age, religion, creed, sex, national origin, sexual orientation, gender identity or expression, genetic information, disability, status as a disabled veteran or veteran of the Vietnam era, citizenship or marital status or any other legally protected characteristic or activity (i.e., opposition to prohibited discrimination, participation in a statutory complaint process, or reporting of suspected unlawful or unethical conduct, including suspected fraud or securities law violations).

### **Scope**

All Motorola Solutions employees and employees of contractors based at or assigned to Motorola Solutions locations within the United States.

### **Application**

This policy applies to all terms, conditions and privileges of employment and/or retention including, but not limited to, recruiting, hiring, training, placement, employee development, performance evaluation, promotion, demotion, transfer, compensation, benefits, layoff and recall, social and recreational programs, employee facilities, discipline, termination and retirement.

Any form of discrimination or harassment, whether because of one's race, color, age, religion, creed, sex, national origin, sexual orientation, gender identity or expression (including any employee considering or undergoing gender transition), disability, citizenship or marital status, or any other legally protected characteristic or activity (e.g., opposition to prohibited discrimination, participation in a statutory complaint process, or reporting of suspected unlawful or unethical conduct, including suspected fraud or securities law violations) is prohibited. Motorola Solutions also prohibits all acts of violence, threats, or threatening actions by or toward any Motorola Solutions employee or at any Motorola Solutions facility. These prohibitions apply to both the workplace and to other work-related settings such as business trips and business-related social events.

In addition to the prohibitions under this Policy, federal, state and local laws also prohibit discrimination, harassment, and retaliation. Additional reporting methods and remedies may be available under those statutes.

### **Violence and Threats of Violence**

All acts of violence, threats or threatening actions by or toward any Motorola Solutions employee or at any Motorola Solutions facility are totally unacceptable and will not be tolerated. Prohibited conduct includes any act of physical aggression and/or any statement, which could be perceived as intent to cause physical harm, sabotage or destruction of property. This prohibition includes menacing gestures, stalking, possessing or bringing weapons into Motorola Solutions facilities (excluding parking facilities where permitted by and in strict accordance with applicable state law), verbal and physical abuse or other aggressive, injurious and destructive actions against employees, contractors, visitors, guests, vendors, customers or other individuals by anyone on Motorola Solutions business or on Motorola Solutions property. In addition to Motorola Solutions disciplinary action as described below, commission of these acts may result in criminal prosecution by local, state or federal authorities.

**Reasonable Accommodations**

Motorola Solutions will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, religious needs, or pregnancy, (as required and defined by applicable law), provided the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided such accommodation does not impose undue hardship on Motorola Solutions. If an employee or applicant requires an accommodation in order to apply for employment, perform his or her job, or otherwise enjoy the benefits and privileges of employment, he or she should consult with a representative of Human Resources or Occupational Health.

**Communication**

Federal and state government nondiscrimination posters, as well as this policy, are displayed prominently in conspicuous locations in all facilities.

Notices, advertisements, forms, job descriptions and other specifications relating to employment shall not indicate any preference, limitation or discrimination based on race, color, age, religion, creed, sex, national origin, sexual orientation, gender identity or expression, genetic information, disability, status as a disabled veteran or veteran of the Vietnam era, citizenship or marital status, or any other legally protected characteristic or activity. All employment advertisements placed by Motorola Solutions will include the Equal Opportunity Employer -- Disabled and Vets tagline.

**Reporting a Complaint**

Any employee, applicant for employment or employee of a contractor assigned to work at Motorola Solutions who believes the words or actions of a supervisor, another employee or a non-employee constitute discrimination, harassment or a violation of the prohibition against violence or threats of violence, no matter how severe or pervasive, should report the situation as soon as possible. Such report or complaint should be made to the employee's supervisor, department management, Human Resources representative, the EthicsLine, the Office of Ethics, a representative of the Legal function, or alternatively to the respective federal or state agency charged with the investigation of equal employment opportunity complaints. (See also the "Forms" section of the Policy portal for state reporting complaint forms if you prefer to communicate your complaint using a form).

While the intent of the Policy is to encourage the reporting of violations, individuals who knowingly make a false complaint will be subject to appropriate disciplinary action up to and including termination of employment or services.

**Investigation of a Complaint**

Complaints of discrimination are to be managed and investigated by Human Resources or the Legal function promptly and in as confidential a manner as possible. A timely conclusion of each complaint will be reached and communicated to the parties involved. Where applicable, Motorola Solutions will implement immediate and appropriate corrective action designed to stop the improper conduct and correct its effects.

**Protection Against Retaliation**

Motorola Solutions will not in any way retaliate against an individual who makes a good faith claim under this policy or provides information related to such claim or report, nor will Motorola Solutions permit any manager, officer, employee or contractor to do so. Retaliation is a serious violation of this policy and should be reported immediately.

**Sanctions**

Any employee who is found to have violated this policy will be subject to appropriate disciplinary action up to and including termination of employment or services pursuant to Motorola Solutions' Progressive Discipline Policy. Motorola Solutions may end the assignment of an employee or a contractor assigned to work at Motorola Solutions who is found to have violated this policy.

**Responsibilities**

Maintaining a harassment free and respectful workplace is everyone's responsibility. Any employee who experiences mistreatment or harassment is encouraged to report the behavior as provided in this policy. Similarly, employees who observe or are made aware of conduct that violates this policy should feel empowered to report the suspected behavior through available channels for prompt review and investigation, without fear of retaliation.

**Training**

In addition to Motorola Solutions' Core Compliance Training, Managers may request or sponsor supplemental training and awareness education for their teams.

**Cross Reference**

- Code of Business Conduct
- Open Door Policy
- Progressive Discipline Policy
- Motorola Solutions' Information Protection Policy IP-01 (iProtect)
- Alcoholic Beverages in the Workplace Policy

**Version Date: 10/1/2018 Original Effective Date: 01/01/2002**

This policy does not constitute an employment contract or implied promise of any kind. The terms of this policy may be modified or eliminated by the Company at any time with or without notice. For more detailed information, see Notice to Employees Regarding Motorola Solutions' U.S. Human Resource Policies

## 19.7 CURRENT ENVIRONMENTALLY PREFERABLE PRODUCTS / PRACTICES FORM

The Current Environmentally Preferable Products / Practices Form is included on the following pages.

[NOTE TO RFR OR RFQ DEVELOPERS: The following form requires editing prior to including in an RFR or RFQ. This form is to be used for evaluation purposes only. Depending on the products/service bid, some of the entries below may not be applicable. Bid developers should keep those entries that make sense for the product/service bid (e.g., packaging may not apply to some bids). In addition, bid developers may add entries that are applicable (e.g., if there is a specific certification for the industry or a particular environmental practice to add)]

## BIDDER CURRENT ENVIRONMENTALLY PREFERABLE PRODUCTS / PRACTICES FORM

Bidder Company Name: \_\_\_\_\_ Motorola Solutions Inc. \_\_\_\_\_ Date: \_\_\_\_\_ 4/6/21 \_\_\_\_\_

**This form is a standard evaluation tool. Questions 1- 6 apply to the operations of the Bidder (not the operations of a manufacturer or other company the bidder works with). Question 7 requests additional information about environmentally preferable product offerings.**

**The primary purpose** of this form is to encourage potential Bidders to communicate existing business practices that foster a sustainable approach to conducting their operations. This may include one that has a reduced impact on the environment or public health, such as, but not limited to, creating less waste by using less packaging; eliminating the use substances and/or materials that are considered toxic; or using alternative fuel vehicles in the delivery fleet for the purpose of reducing air pollution and greenhouse gas emissions.

The Commonwealth considers such initiatives part of the “best value” of procurement. **Bidders have an opportunity to receive additional points in the evaluation phase of the RFR for the environmental initiatives they have identified.** However, bidders must substantiate all answers in the space provided below or in an attachment in order to receive any additional points. If reference is made to an attached document, or a website, list the specific page and line to which information is referenced.

### 1. Sustainability Program/Environmental Business Practices

- a) Does your firm have a corporate-wide sustainability policy? If yes, attach or provide a link to your sustainability policy AND summarize what your corporate sustainability policy directs your company to do: **Motorola has an Environment, Health, Safety and Quality Policy which requires us to reduce our environmental impact and track and measure our performance on goals around impact reduction.**  
[https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/management\\_system\\_policy\\_0920.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/management_system_policy_0920.pdf)
- b) Indicate any other types of corporate sustainability policies AND attach policy in order to receive credit.
  - ☐ Climate Action Plan
  - ☐ Zero Waste Policy
  - X ☐ Toxics Reduction Strategy
  - ☐ Green Fleet Policy
  - ☐ Sustainable Procurement Policy or Environmentally Preferable Purchasing Policy
  - X ☐ Waste Prevention and/or recycling policy/program (describe and list types of materials you recycle)

Briefly describe and list sustainable procurement practices and achievements as a result of the policies checked above: **Motorola limits toxic substances in our products per the attached specifications:**

**[https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/1202897w18\\_rev\\_u\\_final.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/1202897w18_rev_u_final.pdf)**

**Motorola has a robust product take back program and recycling process for Motorola branded products: [https://www.motorolasolutions.com/en\\_us/about/company-overview/corporate-responsibility/governance-and-policies/recycling.html](https://www.motorolasolutions.com/en_us/about/company-overview/corporate-responsibility/governance-and-policies/recycling.html)**

- c) Does your company publish an annual Sustainability Report listing accomplishments and future goals? If yes, please attach (or provide a link to) your latest Sustainability Report. Please describe key elements and accomplishments (such as receiving sustainability awards). **Yes, Motorola publishes an annual Corporate Responsibility Report**  
**[https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola\\_solutions\\_2019\\_corporate\\_responsibility\\_report.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola_solutions_2019_corporate_responsibility_report.pdf)**  
**In 2019, we reached our 2022 Greenhouse Gas reduction goal 3 years ahead of schedule.**  
**We publish the awards we receive on our website:**
- d) Please list individual steps not indicated above that your firm has taken to improve the sustainability at your own operations:
- ☒ Uses at least 50% remanufactured toner cartridges in printers (attach total annual spend on remanufactured and Original Equipment Manufacturer cartridges) **Motorola Solutions has a contract with a printing provider that requires provider to supply Motorola Solutions with toner. Motorola Solutions has no influence on toner cartridges procurement from said provider.**
  - ☒ Uses Green Cleaning products (certified by UL Ecologo, GreenSeal or SaferChoice) in all cleaning or janitorial services (attach copy of scope of work with cleaning services provider and types of green products used) **Motorola Solutions contracts janitorial services through CBRE GWS or the property Landlord. There is no contractual obligation for the subcontractors or landlord to use green cleaning products, however we do encourage environmentally friendly product use and require Material Data Sheets to be available for all products used on Motorola Solutions sites**
  - ☒ Purchase appliances and equipment (printers, copiers, microwaves, etc.), that are Energy Star or EPEAT certified models. (list certified products) **Motorola Solutions leases 234 printers throughout the USA that are all Energy Star rated.**
  - ☒ Incorporates green building design elements into all construction and renovation projects (list green design elements and provide documentation). **See attached "Sustainability Standards for MSI" document for the data.**
  - ☒ Owns or leases buildings certified to LEED or another green building standard? (describe) **500 West Monroe project was certified as LEED Gold - IL01 Tower Interiors renovation was certified as LEED Silver.**
  - ☒ Purchases or creates renewable electricity onsite (through solar or wind systems, for example)? Describe and indicate the % of energy that is derived from renewable sources: **IL01 in Schaumburg, IL participated in ComEd's retro-commissioning Program and won the 2020 Project of the Year Award with a project generating 941,051 kWh of annual savings. Motorola purchases renewable energy at facilities in the United States (Illinois and Texas), Denmark, the United Kingdom and Germany. This renewable energy accounted for 14% of the total portfolio consumption in 2020.**
  - ☒ Has received a third party energy audit (usually through the utility) and implemented recommendations (attach audit recommendations and identify what has been completed). **The retro-commissioning project mentioned above was the result of a third party audit. Below shows a list of the measures that were implemented as part of this project. The measures with savings values associated with them were implemented. See attached "RF data for Energy" document for data.**



- ☒ Has received a third party waste audit and implemented recommendations (attach audit recommendations and identify what has been completed). Please refer to the CR report for a detailed explanation of waste [https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola\\_solutions\\_2019\\_corporate\\_responsibility\\_report.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola_solutions_2019_corporate_responsibility_report.pdf)
- ☒ Please list other sustainable initiatives (e.g., waste reduction programs, green building management programs, other energy efficiency programs, etc.) and provide any measurable data: Please refer to page 18-22 of our CR Report for a detailed explanation of our energy, GHG, waste, and water reduction programs. [https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola\\_solutions\\_2019\\_corporate\\_responsibility\\_report.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/motorola_solutions_2019_corporate_responsibility_report.pdf)

## 2. **Packaging:**

Has your company implemented any of the following environmental packaging initiatives?

- ☒ All packaging contains post-consumer recycled materials. List post-consumer recycled content: **We do not have a specification regarding post-consumer recycled material in our outbound shipping packaging. However, our main packaging supplier, Stephen Gould Corporation, reports post-consumer recycled materials in the range of 25% to 75% for the boxes they supply us.**
- ☒ Eliminates the use (or reduces the size) of disposable containers (e.g., uses reusable shipping containers). Please describe: **We have optimized our disposable packaging to the smallest possible footprint. We do not use reusable shipping containers to ship our products.**
- ☒ Packaging materials do not contain chemicals or materials of concern such as PVC (vinyl), BPA, etc.). Please describe: **Our packaging does not contain materials of concern such as PVC and BPA. Please see attached Motorola Solutions spec 1202897W18 "Controlled and Reportable Materials Disclosure"**

## 3. **Shipping/Transportation:**

Describe in detail how your company has implemented environmentally sound shipping and transportation practices.

- ☒ Your firm uses electric, hybrid-electric, bicycles or other alternative fuel vehicles to transport products to your retail stores or other locations. (Describe program) **Motorola Solutions does not distribute to the retail store delivery address. Motorola does partner with companies like FedEx, DHL, and DB Schenker that are experimenting with these technologies. FedEx Freight has 20 test units.**
- ☒ Your firm is a US EPA SmartWay Partner. Attach partnership agreement. **Motorola does not participate in this program.**
- ☒ Has an anti-idling policy. Attach policy. **Our Partner FedEx Freight has this policy when parked but does not share operating procedures.**
- ☒ Diesel vehicles are equipped with emission control devices. List device(s) here: **Our Partner FedEx Freight vehicles equipped, this is regulated and required.**
- ☒ Uses biodiesel in your vehicles. List estimated amount used in the last year: **Our partner FedEx is using biodiesel but does not publish statistics on consumption of biofuels versus traditional diesel. FedEx does publish that Co2 emission have been reduced by 40% since 2009 as part of their environmental 'green' efforts.**
- ☒ Use environmentally preferable products in its fleet program (e.g., retread tires, re-refined motor oil, low-VOC solvents, etc.). List products here: **Our Partner FedEx Freight does use recapped tires and environmental friendly products but does not publish the statistics.**
- ☒ Encourages the use of public/green transit. Provide name and description of program(s): **Motorola does offer discount programs for use of public travel in cities that have established public transport infrastructure – example Chicago Metra (train) discounts for MSI employees.**
- ☒ Minimizes shipping energy and environmental impacts in other ways? Please describe: **See published "FedEx Sustainability Infographic FY20 Q4" report – attached.**

#### 4. **Training and Education**

Describe how your company trains staff and educates customers on the products or service that involves an environmentally preferable component. **N/A**

#### 5. **Certifications**

Bidders should familiarize themselves with the various certifications for products and processes that are available within the industry in which they operate, with particular attention to those concerning environmental issues. Has your company or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? In order to receive credit, please attach a copy certifications listed below:

- ☐ Is a reporting member of the WasteWise Program (EPA and Massachusetts) (attach most recent reporting).
- X ☒ Has adopted an environmental management system that is geared to continuous improvement (e.g., ISO 14000) (attach copy of summary EMS audit). **Motorola is ISO14001 certified. Please reference the list of certified sites on our website: [https://www.motorolasolutions.com/en\\_us/about/company-overview/corporate-responsibility/governance-and-policies.html](https://www.motorolasolutions.com/en_us/about/company-overview/corporate-responsibility/governance-and-policies.html) Motorola does not share our audit reports but the website contains information when the audits are performed.**
- ☐ Certified as a Massachusetts Sustainable Business Leader through the Sustainable Business Leader Program (attach certification). Click here to enter text.
- ☐ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards (list standard) Click here to enter text.
- ☐ Other. Please describe: Click here to enter text.

#### 6. **Other Environmental Criteria**

Bidders may provide additional information about environmentally preferable practices that are not indicated and explained above (attach any appropriate documentation to substantiate claim)  
**N/A**

#### 7. **Environmental Product Offering:**

Bidders providing environmentally preferable options in the price sheet should also provide additional information about those options here. Please include a description of the product, how the product is environmentally preferable, how pricing compares to the conventional product counterpart, links to additional information, or if attaching product information, please reference names of files, and any additional information that would be helpful for reviewer:

**N/A**



**Standards supporting Sustainability Objectives**

**2/16/2021**

- Dimmable LED lighting throughout
- Building management system for HVAC and lighting controls
- Occupancy sensors throughout entire facility.
- Daylight responsive controls provided at all office areas
- Cirrus- High performance sustainable ceiling systems, Greenguard gold certified, up to 73% recycled content.
- Low flow plumbing fixtures throughout
- Carpet with 43% recycled content, cradle to cradle certified.
- Ceiling and walls paint- Low VOC paint
- Interior finishing compounds for drywalls- Greenguard Gold certified with low VOC emitting material
- Plastic laminate on millwork- Greenguard- low chemical emissions
- Solid surfaces- Greenguard certification- low VOCs
- Re-use existing furniture product when possible
- Segregation and recycling of construction waste

## Table 2 Verification Report ECMs Motorola Solutions

ECM #	Measure Description	Electrical Energy Savings (kWh/year)	Electrical Cost Savings (\$/year)	Gas Energy Savings (therms/year)	Gas Cost Savings (\$/year)	Incremental Measure Cost (\$)	Simple Payback (Years)
1	Schedule AHU: S-1	547,406	\$ 58,025	20,038	\$ 8,416	\$ 2,400	Immediate
2	Schedule AHU: S-3	33,839	\$ 3,587	1,252	\$ 526	\$ 2,400	0.6
3	Schedule AHU: S-4	147,203	\$ 15,604	1,547	\$ 650	\$ -	Immediate
4	Utilize VFDs for Fans: S-4 VAV Operation	21,296	\$ 2,257	(142)	\$ (60)	\$ 9,030	4.1
5	Repair/Replace Dampers: S-5 OA Damper Operation	48,199	\$ 5,109	(8,830)	\$ (3,709)	\$ 29,200	20.8
6	Reduce/Reset Duct Static Pressure	143,108	\$ 15,169	-	\$ -	\$ 4,800	0.3
7	Economizer	-	\$ -	-	\$ -	\$ -	
8	Optimize Free Cooling HX	-	\$ -	-	\$ -	\$ -	
9	CWT Reset	-	\$ -	-	\$ -	\$ -	
10	Chilled Water Temperature Reset	-	\$ -	-	\$ -	\$ -	
11	Other General: Replace S-4 Chilled Water Valve	-	\$ -	-	\$ -	\$ -	
<b>Totals</b>		<b>941,051</b>	<b>\$ 99,751</b>	<b>13,865</b>	<b>\$ 5,823</b>	<b>\$ 47,830</b>	<b>0.5</b>

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ISSUE	ORIGINATOR	DETAILS OF CHANGE	DATE
O	P. Morgan	Initial Release	09-Apr-96
A	J. Prichard	Updated notes	17-Sep-96
B	R. Franz	Added response sheet	7-Aug-98
C	W. Scheffrahn	Updated supplier response sheet	21-Aug-98
D	J. Plyler	Updated all sections to reflect changes in terminology and the list of materials. Replaced list of Banned and Reportable Materials with the Eco-Design list of Controlled, Restricted and Reportable Substances. Revised reporting form.	18-Apr-01
E	S. Scheifers R. Franz M. Loch	Complete rewrite of all sections to simplify document for suppliers. Revised structure and appendices. Also revised to be consistent with Eco-Design List and Eco-Design to be consistent with Eco-Design List and Eco-Design. Added section to report on recycled content, new group reporting format, and web links to aid in supplier disclosure. Added law dept. recommended terminology.	14-Jun-02
F	S. Scheifers B. Kierl G. Avila	Controlled substances list updated with Proposition 65 settlement, azo dyes, specific glycol ethers, and new thresholds. Legal clause was removed and inserted into vendor compliance certification specification. An official electronic reporting form is incorporated by reference with this specification. The document has been reformatted for better clarity.	31-Mar-03
G	S. Scheifers G. Avila	This minor revision adds a new Acceptance Criteria to Appendix C as Section 4 – End-Of-Life Vehicle Directive (ELV) and adds a part description field to Section 1 in the Supplier Disclosure Form in Appendix D.	25-Sep-03
H	W18 Team M. Murdock	This major revision: provides guidance for embedded batteries; consolidates definitions; introduces new definitions/processes such as Banned Substances, Compliance Connect and EEE; discontinues use of the Supplier Disclosure Form and requires homogeneous material reporting via Compliance Connect; removes legal references; streamlines reporting requirements and consolidates Banned, Controlled and Reportable Substance reporting thresholds in Appendix A; revised most acceptance criteria thresholds to align with regulatory requirements and referenced these requirements; updated Global Acceptance Criteria exemptions to include EU Directive 98/101/EC requirements for batteries.	21-Feb-05
J	PRSS Environmental COP	This minor revision includes: simplification of scope; the addition/or minor modification of definitions for better clarity; introduction of the IPC1752-1 reporting form for use on an exception basis; addition of recommended print reference language; changes to the reporting of "Misc."; minor changes to the Appendix A list; synchronization of exemptions to those in the EU RoHS and ELV Directives. Inclusion of requirements for global battery and packaging regulations.	03-Apr-06

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		Note: All acceptance criteria for this revision ("J") are considered equal to or less stringent than the prior revision "H". Parts qualified to revision "H" will meet this revision's requirements.	
K	W18 Team J. Plyler	This revision includes: revision of referenced documents; clarification of supplier responsibilities; addition of Perchlorates and Radioactive substances to the Reportable List; transfer of "Arsenic and arsenic compounds", "Brominated Flame Retardants", and "PVC and vinyl chloride monomer" from Reportable to Controlled status; addition of Product Acceptance Criteria for ECOMOTO products (new Appendix C Section 1); and, updates to Appendix C Section 2, 3 and 4 criteria and exemptions. The changes in this version will have the greatest impact on batteries, wood packaging, and parts used by the Mobile Devices business.	06-Aug-07
L	W18 Team W. Janisch	This revision includes: the addition of Section 5 to document unique compliance criteria for the Mobile Devices business (MDb). MDb is no longer governed by Section 2. Phthalates, PFAS, PFOS, and Nickel are moved from Reportable to Controlled status. The Motorola 1202897W19 has been added as a reference document.	01-April-08
M	W18 Team Matt Norton	Removed DecaBDE exemption language per EC ruling; Deleted Exemptions not applicable or observed for clarity and EDM processing including exemption 16 in Section 2 and 13 in Section 5 (unused).; Removed Section 3 US Requirements per Product Stewardship Team Direction; Removed Section 4 for Automotive (basically harmonized with RoHS in 2008 and limited use); Added Formaldehyde to reporting; Added specific substances, PAH/PCAH and Polychlorinated Naphthalenes as notes to specific categories; Revised Section 8 document maintenance responsibility to EHS; Added Phthalates to Ecomoto Appendix C section 1; Eliminated Appendix C note on part qualification; Editorial revision to Section 6 regarding acceptance criteria revised to reflect current practices. Removed "in EEE" after Chromium and Lead in Appendix A reporting section.	01-May-08

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N	W18 Team Theresa Jordan	<p>Appendix A changes: Added bans on Dimethyl Formamide or Fumerate, Phenol, 2-(2H-benzotriazol-2-yl)-4,6-bis(1,1-dimethylethyl), and HFCs, PFCs and SF6; Added Short-chained chloroparaffins and latex as controlled; Changed tin/tin compounds, cobalt/cobalt compounds, antimony/antimony compounds, barium compounds, chromium(III)/chromium compounds, selenium/selenium compounds to controlled. Added rubidium, chlorinated flame retardants as reportable.</p> <p>Section 2 Definitions: Added mandatory reporting of Inks in printed materials regardless of homogenous material.</p> <p>Modified section 3.1.3 to remove requirement to include the revision letter in prints and specs.</p> <p>Section 5.0 Added note on confidentiality of data.</p> <p>Section 5.1.4 Added requirements for MISC-IP reporting that exceeds 10%, incl. link to form.</p> <p>7.0 References section -Changed all references to A3025 to new 1213933T43 spec. Removed reference to A3019.</p> <p>App C Section 1: changed limits on BFR's and PVC to 900 ppm</p> <p>App C Section 2: added banned substances as noted in changes to App A; added 1000ppm acceptance limit for cobalt; added 1000ppm acceptance limit for short-chained chloroparaffins; added 100 ppm limit for tin compounds listed in App C; added requirement to footnote 5 to include comment for Nickel content if Nickel will not come in direct or prolonged contact with the skin.</p> <p>App C Section 5: added banned substances as noted in changes to App A; changed PVC limit to 1000ppm from 100 ppm; added 1000ppm acceptance limit for cobalt; added 1000ppm acceptance limit for short-chained chloroparaffins; added 100 ppm limit for tin compounds listed in App C; removed footnotes [5] and [6] because they were obsolete; added new footnote [5], modified footnote [6] (formerly [7]) to include comment for Nickel content if Nickel will not come in direct or prolonged contact with the skin. Added 100ppm acceptance limits for antimony, barium, chromium III, latex, selenium in surface preparations.</p>	31-March-2010
P	W18 Team Theresa Jordan	<p>Changed Scope from "Motorola, Inc." to Motorola Solutions, Inc. Changed all references to "Motorola Solutions, Inc." instead of "Motorola, Inc."</p> <p>Added definition of "Article" in Section 2.0. Added clarification in definition of "Homogeneous Material" to require reporting of additives in polymers.</p> <p>Added reference to IEC 62321:2008 in section 5.0.</p> <p>Appendix A: changes: changed latex/latex compounds, antimony/antimony compounds, barium/barium compounds, chromium(III)/chromium compounds, selenium/selenium compounds to Reportable from Controlled, Added Rare Earth Metals and</p>	01-July-11

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		<p>tungsten/tungsten compounds as reportable; changed reportable limit on cobalt/cobalt compounds to 10ppm;</p> <p>Appendix C Section 2: Changed acceptance threshold for cadmium/cadmium compounds to 99ppm from 100ppm per REACH; changed acceptance threshold for cobalt/cobalt substances at 1000ppm to Cobalt Dichloride only at 100ppm; changed acceptance threshold for organic tin substances to 1000ppm. Changed PVC to Controlled for all parts qualified after January 1, 2012..</p> <p>Eliminated Appendix C Section 5 (acceptance criteria for Mobile Devices business). Removed section 7.0 reference to 1202897W19 specification for Mobile Devices.</p> <p>Appendix C exemptions: updated to reflect recent changes in ROHS exemptions</p>	
R	W18 Team Theresa Jordan	<p>Updates throughout to reflect implementation of "Intelligent Compliance Connect" form for material content data collection.</p> <p>Appendix A: added Nanomaterials as Reportable; added musk xylene and MDA as Controlled.</p> <p>Appendix C section 1: added REACH Substances which will be banned in 2015 as "Controlled" with an acceptance threshold of 1000ppm</p> <p>Appendix C section 2: Added musk xylene and MDA as Controlled with an acceptance threshold of 1000ppm; removed exemptions for "Lead in dielectric ceramic in capacitors for a rated voltage of less than 125V AC or 250V DC" (ROHS 7c-III) and "Lead used in other than C-press compliant pin connector systems" (ROHS 11b)</p>	01-Nov-2012
T	W18 Team Theresa Jordan	<p>Appendix A: added CI Pigment Red 104, CI Pigment yellow 34, Diarsenic Trioxide, Diarsenic Pentaoxide, Diisobutyl Phthalate (DIBP), Dibutyl Phthalate (DBP), Benzyl Butyl Phthalate (BBP), Bis(2-ethylhexyl) Phthalate (DEHP), Lead Chromate, Perfluorooctanoic Acids as Controlled with Reporting Threshold of 100ppm. Changed Formaldehyde from Reportable to Controlled. Combined "Certain short and medium chained chlorinated paraffins" and "Short-chain chloroparaffins - chlorinated alkanes with 10–13 carbon atoms in the chain and a minimum of 48 percent chlorine by weight." Revised footnote [1] to include all substances. Added footnote [1] to Ethylene Glycol Monomethyl Ether and its acetate and Ethylene Glycol Monoethyl Ether and its acetate.</p> <p>Appendix C section 1: added CFR's as Controlled at 900ppm, changed "REACH SVHC's to be banned in 2015" to "REACH SVHC's"</p> <p>Appendix C Section 2: added CI Pigment Red 104, CI Pigment yellow 34, Diarsenic Trioxide, Diarsenic Pentaoxide, Diisobutyl Phthalate (DIBP), Dibutyl Phthalate (DBP), Benzyl Butyl Phthalate (BBP), Bis(2-ethylhexyl) Phthalate (DEHP), Lead Chromate, Perfluorooctanoic Acids, Formaldehyde as Controlled with Acceptance Threshold of 1000ppm. Clarified PVC restriction is for External Cables. Revised</p>	03-July-2014



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		footnote [1] to include all substances. Added footnote [1] to Ethylene Glycol Monomethyl Ether and its acetate and Ethylene Glycol Monoethyl Ether and its acetate. Added footnote [7].	
U	W18 Team Theresa Jordan	Appendix A: changed 4 REACH SVHC's to Controlled from Reportable: Trichloroethylene, 2,4-Dinitrotoluene, Hexabromocyclododecane, Tris(2-chloroethyl)phosphate; Changed Perchlorates to Controlled from Reportable  Appendix C Section 1: removed REACH SVHC's as Controlled; Appendix C Section 2: Changed Perchlorates to Controlled from Reportable with threshold of 6ppb; added exemption 9 for Lithium Perchlorate in Coin Cells above 10mAh; changed Trichloroethylene, 2,4-Dinitrotoluene, Hexabromocyclododecane, Tris(2-chloroethyl)phosphate to Controlled with threshold of 1000ppm;	02-FEB-2015
UA	W18 Team Theresa Jordan	Appendix A: Added Prop 65 substances DINP and Bisphenol-A (in surface finishes) as "Controlled." Removed Exemptions in Appendix C Section 2 corresponding to expiring ROHS exemptions 5a, 5b, 7b. Modified Footnote 5 to apply to all substances in surface finishes.	16-APR-2016
UB	W18 Team Theresa Jordan	Appendix A: Changed Reporting Threshold of Radioactive Substances to 1ppm; changed Mercury and Mercury Compounds to "Banned" from "Controlled"; added BNST as "Banned"; added TDCPP as "Controlled"; added Creosotes as "Controlled"; added Nonylphenols as "Controlled"; added REACH Restricted Substances and REACH Authorised substances not otherwise listed as "Controlled;"  Appendix C: Removed exemptions for Mercury	18-NOV-2016
UC	W18 Team Theresa Jordan	Appendix C: added "REACH Authorised and Restricted Substances not otherwise listed" as controlled at 1000ppm; added Indium Phosphide and "MCCP not otherwise listed" as Reportable due to ROHS Pack 15; removed expired ROHS exemptions 13a and 13b	1-MAY-2019
UD	W18 Team Theresa Jordan	5.1.4 – Added requirement to provide CAS number not found in Materials tab of submission, removed requirement to provide "Remark" regarding MISC-IP content.  App A and App C: Removed 2,4-Dinitrotoluene, CI Pigment Red 104, CI Pigment yellow 34, Diarsenic Trioxide, Diarsenic Pentaoxide, Lead Chromate, MDA (4,4'-Diaminodiphenylmethane), Musk xylene, Trichloroethylene, Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane, Beta-hexabromocyclododecane, Gamma-hexabromocyclododecane, as they are included in REACH Authorized. Removed 4-Aminobiphenyl, Dimethyl fumarate (DMF), Organic Tin compounds: Tributyl Tin Oxide (TBTO), Tributyl Tin (TBT), Triphenyl Tin (TPT), Dibutyl Tin (DBT), Dioctyl Tin (DOT) as they are included in REACH Restricted. Removed Thiram from Reportable List and removed Ethylene Glycol	

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Monomethyl Ether and its acetate and Ethylene Glycol Monoethyl Ether and its acetate from Controlled List, due to no expectation they will be present in MSI products. Added "REACH Candidate List Substances not otherwise listed" as Reportable.

Combined Appendix A Reporting Thresholds into Appendix C; Appendix C, Section 2: deleted footnote related to deleted Glycol Ethers; deleted footnote related to Organic Tin compounds; removed exemption for "Lead in white glasses used for optical applications."

**1. SCOPE:**

This specification sets forth Motorola Solutions, Inc.'s materials disclosure requirements for items and materials used in the manufacture and delivery of products to Motorola Solutions, Inc. customers. The list of substances that Motorola Solutions, Inc. has targeted for exclusion, reduction or reporting is contained in Appendix C.

**2. DEFINITIONS:**

Article - An object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition

Assembly - An Assembly is a collection of components and materials that are not intended to be disassembled, or cannot reasonably be disassembled without the use of a specialized tool, by the end user. Products are considered to be assemblies.

Banned Substances - These substances are not allowed for use at any level unless noted as an exemption in the acceptance criteria.

CAS Number - or CAS (Chemical Abstract Service) Registry Number (CASRN) is a unique number identifying chemical substances. CASRNs, assigned by the CAS Registry, a division of the American Chemical Society, are the only method in existence for identifying discrete substances. CASRNs may be obtained from raw material suppliers or directly from the CAS Registry.

Controlled Substances - These substances are limited for use in the manufacturing process or in certain applications at the levels specified in Appendix C.

EEE - Electrical and Electronic Equipment

Homogeneous Material - A material, as defined by the European Union Technical Adaptation Committee, that cannot be mechanically disjointed into different materials; homogenous materials are materials "of uniform composition throughout." Ceramics, glass, metals, alloys, paper, board, resins, coatings are provided as examples. The term "mechanically disjointed" would mean "that the materials can be, in principle, separated by mechanical actions such as for example: unscrewing, cutting, crushing, grinding and abrasive processes." Exception to this: substances in polymers which cannot be mechanically disjointed must still be reported (e.g. phthalates in PVC) However, additives used in a polymerization process must be reported if they are identified in Appendix A. Note: Motorola Solutions, Inc. requires the reporting of all inks as homogeneous materials, regardless of the medium onto which they are printed.

The following examples are provided:

- A plated lead frame has two materials, the plating material and the lead frame, that must be independently evaluated for controlled materials.

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- A plastic cover is a "homogeneous material" if it consists of one type of plastic that is not coated with, or has attached to it or inside it, any other kinds of materials. In this case, the Maximum Concentration Values (MCV) of the RoHS directive would apply to the plastic.
- An electric cable that consists of metal wires surrounded by non-metallic insulation materials is an example of a "non-homogeneous material," because the different materials could be separated by mechanical processes. In this case the MCVs would apply to each of the separated materials individually.
- A semiconductor package contains many homogeneous materials, including plastic molding material, tin-electroplating coatings on the lead frame, the lead frame alloy and gold-bonding wires.

Intelligent Compliance Connect - Intelligent Compliance Connect is an Excel-based collection tool adopted by Motorola Solutions, Inc. that follows the IPC1752A Class D format. Additional information is available [here](#).

IPC1752A - IPC1752A is a standard for electronic data exchange for Environmental Data developed by IPC with participation from major OEMs, Contract Manufacturers, Component Manufacturers and Material suppliers.

Intentionally Added - "Intentionally Added" shall mean "deliberately utilized in the formulation of a material or part where its continued presence is desired in the final product to provide a specific characteristic, appearance or quality". Intentionally Added substances and materials can occur at any point in the supply chain, i.e. a sub-tier supplier may add a material or substance that a tier 1 supplier must report to Motorola Solutions, Inc. Further, catalysts introduced during processing are always considered to be intentionally added materials. The use of recycled materials as feedstock for the manufacture of new products, where some portion of the recycled materials may contain amounts of regulated metals, is not to be considered as intentionally added.

Material - Materials are items used to construct parts. A "Material" is made up of one or more "Substances". Note: Very few materials are composed of only one substance (e.g., all metals contain other substances at low concentrations either as unintentional contaminants or purposely introduced alloying agents).

Part - A Part is any item or assembly that a supplier sells to Motorola Solutions, Inc. that is incorporated into Motorola Solutions, Inc.'s products.


Post-Consumer Recycled Content – Recycled content in products or parts which have been assembled using material that has completed its original life cycle and has been recycled into another part rather than having been disposed of as solid waste.

Post-Industrial Recycled Content – Recycled content in product parts or materials which have been diverted from the production stream and are industrial waste or by-products (sometimes referred to as factory scrap). Post-industrial scrap can be used to produce materials or parts in the same or a different process than the original.

Reportable Substances - These substances are not currently banned or controlled for use but a ban or voluntary phase-out is likely or they have an impact on the end-of-life management of the finished product.

Reporting Threshold – Concentration level which defines the limit equal to or above which the presence of a substance or material must be reported.

Substance - A "Substance" is a chemical element, compound, or polymer and has a CAS number. For example: stainless steel is a material typically composed of the following substances: Iron; Carbon; Manganese; Silicon; Chromium; Nickel; and others. The polymer Polycarbonate is a "Substance" because there is a CAS number

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(25037-45-0) for it. Lexan is the brand name for a Material. Lexan is not a “Substance” because it includes other constituents in addition to the Polycarbonate Substance and because it does not have a CAS number.

Substance Concentration - Motorola Solutions, Inc. uses parts per million (ppm) to express the concentration of substances. The formula for parts per million (ppm) is  $1,000,000 * \text{mass substance} / \text{mass of the homogeneous material}$ . Concentrations are unit-less, for example 100 ppm = 0.01% = 100 mg/kg.

Sub-Tier Supplier - Any company selling or providing a material or part that is incorporated into Motorola Solutions, Inc. products but is not directly sold to Motorola Solutions, Inc.

Supplier - The Company selling or providing a material part, or assembly to Motorola Solutions, Inc. that Motorola Solutions, Inc. intends to use in its products. Supplier, tier 1 supplier, and vendor are used interchangeably.

W18 Webform: The W18 Webform is an online tool that Suppliers should use to submit their Full Material Content Data to MSI.

### 3. MOTOROLA SOLUTIONS, INC.'S RESPONSIBILITIES:

It is the responsibility of Engineering and personnel who prepare component specifications to:

#### 3.1. Ensure the appropriate reference to this specification on all prints for Motorola Solutions, Inc. items as follows:

3.1.1. All prints for Motorola Solutions, Inc. items must include a reference to the 1202897W18.


3.1.2. Print notes must include a reference to the appropriate section in Appendix C applicable to the Motorola Solutions, Inc. item, and should detail any exemptions which will be permitted.

3.1.3. Print notes shall include the 1202897W18 reference without revision.

3.1.4. Recommended language for use in prints:

“Supplier must provide all required information and comply with Motorola Solutions, Inc.'s Controlled and Reportable Materials Disclosure 1202897W18 requirements. MOTOROLA SOLUTIONS, INC. WILL NOT QUALIFY PARTS THAT DO NOT MEET THE ACCEPTANCE CRITERIA AS OUTLINED IN APPENDIX C, SECTION [insert “1” or “2”,] OF THIS SPECIFICATION. [If applicable – The following exemptions may not be applied...] “

#### 3.2. Ensure that materials and parts specified for designs comply with this specification, including OEM materials and parts.

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#### 4. SUPPLIER'S RESPONSIBILITIES:

It is the responsibility of all suppliers to:

- 4.1. Comply with the reporting requirements listed in Section 5 of this specification for all parts and assemblies sold to Motorola Solutions, Inc.
- 4.2. Report Controlled and Reportable substances using the W18 Webform (or Intelligent Compliance Connect tool), also known as the eW18 (hereafter referred to as the eW18). Instructions and training on how to use these tools are available [online](#).
- 4.3. Material content data reported should be the worst case if more than one bill of material or production operation exists.
- 4.4. Cascade the requirements in this specification to their sub-tier suppliers. Sub-tier supplier data input is a must for complete material and substance data determination.
- 4.5. Report any change to the material content of an approved part or assembly by re-submitting an updated report using the eW18 and complying with all other applicable Motorola Solutions, Inc. change control requirements.
- 4.6. Motorola Solutions, Inc. may allow the use of alternate declarations in specific limited applications. The supplier must receive prior authorization from the in-business product compliance organization, with the concurrence of Environmental Health and Safety (EHS), to report using any format other than the eW18. Completion of this report and submission to Motorola Solutions, Inc. constitutes a testament that all the information is true and correct to the best of the supplier's knowledge.
- 4.7. Supplier agrees to notify Motorola Solutions, Inc. of any changes to the product that could affect compliance and or material or substance makeup of the part as required under Motorola Solutions, Inc. PCN process.


#### 5. REPORTING:

Material content data reported by suppliers is not shared outside of Motorola Solutions, Inc. at the part level without express written consent from the supplier. Motorola Solutions, Inc. reserves the right to use supplier material content data to report the material content of our products to our customers or regulatory agencies, without revealing supplier information unless required by law.

When a lab analysis is used to determine the composition of a homogeneous material, it should be performed per international standards, such as IEC 62321. Note: Material assay is not intended to fulfill all requirements of this specification.

##### 5.1. Reporting instructions are as follows:

- 5.1.1. Report 100% of all homogeneous materials that are in the part or assembly.
- 5.1.2. Report all Controlled and Reportable Substances with concentrations in excess of the reporting thresholds noted in Appendix C as contained within each homogenous material.
  - Example: A eutectic Sn/Pb solder coating is used as a finish on a capacitor. This would require reporting the Pb concentration based on the weight of that coating. Because this is a eutectic solder, the concentration of Pb is well known at 37%. In other cases, the weight

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of the homogeneous material (in this case Sn/Pb) would have to be known to calculate the concentration.

5.1.3. Report Recycled Content. Determine the percentage by weight of Recycled Content in the part as shipped to Motorola Solutions, Inc. Recycled Content should be expressed as Post-Industrial Recycled Content and Post-Consumer Recycled Content.

5.1.4. When reporting the composition of homogenous materials, the use of "MISC" (Miscellaneous) may be used for a substance only when appropriate. Reporting "MISC" at a material level is not acceptable. "MISC" for a substance can only exceed 10% (by weight) of the homogeneous material in one of two situations:

5.1.4.1. There is no suitable CAS number / name found for the substance in the Intelligent Compliance Connect pull-down menu.

In this case, the supplier must provide the actual CAS number separately, in the "Tradename(Column B) field for that material on the "Materials" tab of the eW18 submission/Intelligent Compliance Connect file. An example of an acceptable remark is: "CAS number not available in this file, substance name is "xxxxxxx", CAS number is: xxx-xx-x"

5.1.4.2. The actual CAS number / name is known but can not be reported for Intellectual Property reasons.

In this case, the supplier must provide a certification from the original manufacturer of the material in question that the actual CAS number(s)/name(s) of the substance(s) is known but cannot be reported for IP reasons, and that none of the Banned, Controlled, and Reportable substances per Appendix A of this specification are present in the material above the reporting thresholds. Motorola Solutions, Inc.'s MISC IP form should be used for this purpose (available [here](#)).

It is not appropriate to claim an IP issue when the actual substance is not known. Non-IP substances within a material must still be reported; as noted above, the use of MISC at the material level is not allowed.

In all cases Motorola Solutions, Inc. reserves the right to reject the submission without sufficient supplier evidence to demonstrate compliance.


5.1.5. A battery in an assembly (e.g. button cell on a PWB) must be reported on the Part Tree tab as a sub-part in the eW18 submission. Materials and substances in the battery must be reported on the Part Detail tab. Further, the word "battery" must be used in the part name field.

5.1.6. The supplier is responsible to ensure that any units used are consistent and provide an accurate accounting of the substance concentration.

Finally, do not confuse Part Acceptance Criteria and the related exemptions with reporting requirements. Reporting a substance or material is always required even if it is exempt or meets the Part Acceptance Criteria. For example, lead in ceramics must be reported.

## 6. PART ACCEPTANCE CRITERIA:

Motorola Solutions, Inc. will assign a compliance status for parts based on the acceptance criteria of the various sections of Appendix C. This status will determine the acceptability of parts for use. Motorola Solutions, Inc. requires all parts to meet the acceptance criteria as outlined in Appendix C unless granted a formal waiver as

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defined in the internal exception policies (e.g. - for some spare and replacement parts, customer specification required parts, specific markets, etc). This applies to parts that reference this specification and the corresponding acceptance criteria of this specification.

Note that reporting per this specification is always required, whether or not the acceptance criteria is met.

7. REFERENCE DOCUMENTS:

**1210601A Packaging Requirements for Inbound Shipments to Motorola** – a global Motorola Solutions, Inc. specification

**1213933E15 Motorola Global Packaging, Environmental Requirements Document** – a global Motorola Solutions, Inc. specification

Additional information is available at: <http://responsibility.motorolasolutions.com/index.php/downloads/dow02-downloads-materialdisclose/> . For a copy of the above specifications refer to your Motorola Solutions, Inc. contact .

8. REVISIONS:

The Motorola Solutions, Inc. EHS Department manages this document.

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## 9. APPROVALS:

Business	Approver Name	Approver Signature	Date
Product Regulatory Compliance	Amy Herrmann	email	JULY 17, 2020
Manager EDM	KayWei Lim	email	JULY 19, 2020
EHS	Theresa Jordan	<i>Theresa Jordan</i>	JULY 8, 2020
IT	LayBeng Toh	email	JULY 16, 2020
Engineering	Hasniza Idris	email	JULY 10, 2020



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10. APPENDICES:

**Appendix A: Reserved** This space left blank intentionally for future revisions.

**Appendix B: Reserved** This space left blank intentionally for future revisions.

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ISSUE: **UD**PAGE: **14** OF **22****Appendix C: Reporting Thresholds and Acceptance Criteria**

Note: Specific Motorola Solutions, Inc. customer requirements may be more restrictive than the criteria set forth in Appendix C. Acceptance Thresholds are applied at the homogenous material level unless specified otherwise. See the "[Supplemental List of Substances for W18](#)" on the MSI website for a list of CAS numbers which fall into each substance category.

**Section 1: Environmentally Preferred Product (EPP) Acceptance Criteria**

In addition to Appendix C section 2, the following substances that are listed cannot exceed the specified limit except where exemptions are noted:

Substances	Motorola Solutions, Inc. Category	Reporting Threshold (ppm at a homogenous level unless otherwise indicated)	Acceptance Threshold (ppm at a homogenous level unless otherwise indicated)
Brominated Flame Retardants (other than PBBs or PBDEs) (e.g. Tetrabromobisphenol-A)	Controlled	100	900
Chlorinated Flame Retardants	Controlled	100	900
<u>PVC</u> and vinyl chloride monomer	Controlled	100	900
<u>Phthalates</u>	Controlled	10	100

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All substances in this appendix must be reported per Section 5. Thresholds apply to naturally occurring contaminants within each homogeneous material. See the “[Supplemental List of Substances for W18](#)” on the MSI website for a list of CAS numbers which fall into each substance category.

The following substances that are listed cannot exceed the specified limit except where exemptions are noted:

Substances	Motorola Solutions, Inc. Category	Reporting Threshold (ppm at a homogenous level unless otherwise indicated)	Acceptance Threshold (ppm at a homogenous level unless otherwise indicated)	Reference
Asbestos, asbestos compounds	Banned	-	-	<a href="#">EU regulation 2006/1907/EU (REACH) and others</a>
Benzenamine, N-phenyl-, Reaction Products with Styrene and 2,4,4-Trimethylpentene (“BNST”)	Banned	-	-	<a href="#">Canadian Environmental Protection Act</a>
Chlorofluorocarbons and halons (Class I and II Ozone Depleting Chemicals) [1]	Banned	-	-	<a href="#">The Montreal Protocol on Substances that Deplete the Ozone Layer</a> And others
Halogenated dioxins and furans	Banned	-	-	<a href="#">German Regulation</a>
Hydrofluorocarbons (HFCs), Perfluorocarbons (PFCs), and Sulfur Hexafluoride (SF6)	Banned	-	-	<a href="#">EU Directive 842/2006/EC</a> <a href="#">Austrian Regulation BGBl. II No 447/2002</a>
Mercury and Mercury Compounds	Banned	-	-	<a href="#">Japanese Law – Act on Preventing Environmental Pollution of Mercury</a> <a href="#">Swiss Ordinance on Reduction of Risk from Chemical Products</a> , Various US States

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Phenol, 2-(2H-benzotriazol-2-yl)-4,6-bis(1,1-imethylethyl)-	Banned	-	-	<a href="#">Japanese law - Article 13 of the Law concerning the Evaluation of Chemical Substances and Regulation of their Manufacture, etc.</a>
Polychlorobiphenyls and derivatives (PCBs)	Banned	-	-	<a href="#">EU regulation 2006/1907/EU (REACH)</a> <a href="#">Canadian regulation SOR/2008-273</a>  And others
Polychloroterphenyls and derivatives (PCTs)	Banned	-	-	<a href="#">EU regulation 2006/1907/EU (REACH)</a>
Azo Dyes in leathers and textiles	Controlled	1	30	<a href="#">EU regulation 2006/1907/EU (REACH)</a>
Arsenic and arsenic compounds in wood products as a preservative	Controlled	100	[see footnote 3]	<a href="#">EU Directive [2003/2/EC]</a>
Bisphenol-A [4]	Controlled	100	1000	<a href="#">California Safe Drinking Water and Toxic Enforcement Act (Prop 65)</a>
Cadmium and cadmium compounds	Controlled	10	99	<a href="#">2011/65/EU (ROHS)</a> <a href="#">EU regulation 2006/1907/EU (REACH)</a>
Cadmium, Chromium (VI), Lead and Mercury metals and compounds in packaging	Controlled	100	sum of listed metals not to exceed 100 ppm based on total package weight	<a href="#">EU Regulation 94/62/EC</a> ; various US states
Cadmium and cadmium compounds in "portable" batteries	Controlled	100	20 ppm of the total battery cell weight.	<a href="#">EU Regulation 2006/66/EC</a>
Chromium (VI) compounds	Controlled	100	1000	<a href="#">2011/65/EU (ROHS)</a>

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Chromium (VI) compounds in leather and textiles	Controlled	1	3	<a href="#">Germany - § 30 of the Food and Commodities Law (LMBG)</a>
Cobalt Dichloride	Controlled	100	100	<a href="#">EU Regulation 1272/2008/EC</a>
Creosotes	Controlled	100	1000	<a href="#">California Safe Drinking Water and Toxic Enforcement Act (Prop 65)</a>
Diisobutyl Phthalate (DIBP), Dibutyl Phthalate (DBP), Benzyl Butyl Phthalate (BBP), Bis(2-ethylhexyl) Phthalate	Controlled	100	1000	<a href="#">2011/65/EU (ROHS)</a> 2015/863/EU
Diisononyl Phthalate (DINP)	Controlled	100	1000	<a href="#">California Safe Drinking Water and Toxic Enforcement Act (Prop 65)</a> <a href="#">REACH</a>
Formaldehyde	Controlled	100	1000	Lithuanian Hygiene Norm HN 96:2000; Austria - BGB I 1990/194: Formaldehydve rordnung, §2, 12/2/1990; Title 17 California Code of Regulations §§ 93120-93120.12; etc
Lead and lead compounds	Controlled	100	1000	<a href="#">2011/65/EU (ROHS)</a>
Lead in cable jackets [1, 2]	Controlled	100	300	<a href="#">California Safe Drinking Water and Toxic Enforcement Act (Prop 65)</a>
Nickel and nickel compounds [4]	Controlled	10	100	<a href="#">EU regulation 2006/1907/EU (REACH)</a>
Nonylphenol ethoxylate	Controlled	100	1000	Turkey - Hazardous Chemical Content of some Consumer Products
Nonylphenol and its isomer mixtures	Controlled	100	1000	Turkey - Hazardous Chemical Content of some Consumer Products

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Polybrominated biphenyls (PBBs)	Controlled	100	1000	<a href="#">Canada Regulation, 2011/65/EU (ROHS)</a>
Polybrominated diphenyl ethers (PBDEs)	Controlled	100	1000	<a href="#">2011/65/EU (ROHS)</a> Illinois, USA
Perchlorates-Lithium Perchlorate, Magnesium Perchlorate, Zinc Perchlorate [6]	Controlled	-	6ppb	<a href="#">California Perchlorate Contamination Prevention Act</a>
Perfluoro alkyl sulfonates (PFAS), and derivatives (including PFOS)	Controlled	1	100	<a href="#">EU Directive 2006/122/EC</a>
Perfluorooctanoic Acids	Controlled	100	1000	<a href="#">Law on the Control of Products and Consumer Services (Norway)</a>
Persistent Organic Pollutants (POP)	Controlled	100	1000	<a href="#">EU Directive 2019/1021/EC</a>
Poly Vinyl Chloride (PVC) vinyl chloride monomer in External Cables	Controlled	100	1000	Motorola Solutions, Inc. Initiative
Certain short and medium chained chlorinated paraffins	Controlled	100	1000	<a href="#">Norway Product Regulations FOR-2004-06-01-922/ Swiss Ordinance on Reduction of Risk from Chemical Products</a> <a href="#">EU Directive 2013/126/EC</a>
REACH Authorised and Restricted Substances not otherwise listed	Controlled	100	1000	<a href="#">EU regulation 2006/1907/EU (REACH)</a>

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Tris(2-chloroethyl)phosphate ("TCEP")	Controlled	100	1000	<a href="#">EU regulation 2006/1907/EU (REACH) Human and Environmental Health Protection Act Washington DC</a>
Tris(1,3-dichloro-2-propyl) phosphate ("TDCPP")	Controlled	100	1000	<a href="#">Human and Environmental Health Protection Act Washington DC</a>
Aluminum and aluminum compounds	Reportable	100	-	-
Amines, aliphatic	Reportable	100	-	-
Aniline salts	Reportable	100	-	-
Anthracene	Reportable	100	-	-
Antimony and antimony compounds	Reportable	100	-	-
Aromatic amines and dyes	Reportable	100	-	-
Aromatic compounds as monomers (except where listed separately)	Reportable	100	-	-
Poly Aromatic Hydrocarbons (PAH and PCAH)	Reportable	100	-	-
Barium and barium compounds	Reportable	100	-	-
Beryllium and beryllium compounds	Reportable	100	-	-
Bismuth and bismuth compounds	Reportable	100	-	-
Chromium(III) and chromium compounds	Reportable	100	-	-

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Cobalt and cobalt compounds	Reportable	10	-	-
Copper and copper compounds	Reportable	100	-	-
Ferrosilicon and alloys	Reportable	100	-	-
Gold and compounds	Reportable	100	-	-
Halogenated aromatic compounds as monomers (Including Polychlorinated Naphthalenes)	Reportable	100	-	-
Halogenates that produce acidic vapor with water	Reportable	100	-	-
Indium Phosphide	Reportable	100	-	-
Iron and iron compounds	Reportable	100	-	-
Latex and latex compounds	Reportable	100	-	-
Magnesium and magnesium compounds	Reportable	100	-	
Medium-Chained Chlorinated Paraffins (MCCP) not otherwise listed	Reportable	100	-	ROHS Pack 15
Nanomaterials	Reportable	Intentionally added	-	-
Organic azo and azo-oxy compounds	Reportable	100	-	-
Organic halogen compounds (except where listed separately)	Reportable	100	-	-
Organic phosphorous compounds	Reportable	100	-	-
Organic silicon compounds	Reportable	100	-	-



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Palladium and palladium compounds	Reportable	100	-	-
Perfluorocarbons	Reportable	100	-	-
Polybrominated Terphenyls	Reportable	100	-	-
REACH Candidate List Substances not otherwise listed	Reportable	100	-	-
Radioactive substances	Reportable	1	-	-
Rubidium and rubidium compounds	Reportable	100	-	-
Rare Earth Metals	Reportable	100	-	-
Selenium and selenium compounds	Reportable	100	-	-
Silver and silver compounds	Reportable	100	-	-
Small Fibers - All products containing fibers or fibrils 5um (microns), or less, in diameter with a length: diameter ratio equal to or greater than 3:1	Reportable	100	-	-
TBBPA	Reportable	100	-	ROHS Pack 15
Tantalum and tantalum compounds	Reportable	100	-	-
Tellurium and tellurium compounds	Reportable	100	-	-
Thallium and thallium compounds	Reportable	100	-	-
Tungsten and tungsten compounds	Reportable	100	-	-
Zinc and zinc compounds	Reportable	100	-	-

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1. Substance may not be intentionally added.
2. The concentration basis is based on the weight of the external cable jacket not including any conductors, sheathed conductors or ground jackets.
3. Banned in packaging and as a fumigation technique for wood pallets and other wood packaging (includes methyl bromide).
4. Controlled in surface preparations of products and parts intended to come into direct and prolonged contact with the skin. For Nickel, such products and parts must be evaluated by a materials testing laboratory in accordance with EN1811:1999 to validate that the Nickel ion release rate is  $< 0.5 \mu\text{g}/\text{cm}^2/\text{week}$ . A supplier must provide a declaration of compliance with this standard along with their material disclosure for affected products and parts. If the Nickel reported will not come into direct and prolonged contact with the skin, the supplier must add the following comment to the Remarks column: "Nickel will not come into direct or prolonged contact with the skin."

**Exemptions to Global Compliance Acceptance Criteria:**

1. Lead as an alloying element in steel containing up to 0.35 % lead by weight, aluminum containing up to 0.4 % lead by weight, and copper containing up to 4 % lead by weight. (ROHS 6a, 6b, 6c)
2. Lead in:
  - a. High melting temperature type solders (i.e. lead-based alloys containing 85 % by weight or more lead). (ROHS 7a)
  - b. Electrical and electronic components containing lead in a glass or ceramic other than dielectric ceramic in capacitors, e.g. piezoelectronic devices, or in a glass or ceramic matrix compound (ROHS 7cI)
  - c. Lead in dielectric ceramic in capacitors for a rated voltage of 125V AC or 250V DC or higher (ROHS 7cII)
  - d. Lead in PZT based dielectric ceramic materials for capacitors being part of integrated circuits or discrete semiconductors (ROHS 7cIV)
3. Lead in solders to complete a viable electrical connection between semiconductor die and carrier within integrated circuit Flip Chip packages. (ROHS 15a)
4. Lead in all batteries and cadmium in industrial, professional and automotive batteries
5. Cadmium and its compounds in electrical contacts (ROHS 8b)
6. Lithium perchlorate in coin cell batteries rated over 10mAh is allowed; this regulation also requires labeling of the end product

# Sustainability Scorecard



## FUEL ECONOMY



**25,276,406 Gallons of Diesel Avoided**

We avoided fuel consumption by utilizing intermodal rail, replenishing and revolutionizing our fleet, and educating our drivers. *Equivalent to CO<sub>2</sub> emissions from 5,732 barrels of oil consumed.* \*calculated using the EPA Greenhouse Gas Equivalencies calculator

## ENERGY EFFICIENCY



**2,970,823 kWh Avoided**

We avoided electricity consumption by implementation of lighting retrofits, rooftop solar, solar tubes, motion sensors, and team member actions. *Equivalent to CO<sub>2</sub> emissions from 242 homes' energy use for one year.* \* includes expected annual production for LU, calculated using the EPA Greenhouse Gas Equivalencies calculator

## LEAF



Every cause needs a champion; when it comes to sustainability for FedEx Freight, that champion is a Local Environmental Action Facilitator (LEAF). All of our locations have a LEAF who educates and encourages team members, monitors Green Site status, and leads the charge to conserve our resources.

*District LEAFs – 32  
Facility LEAFs – 508*

## WASTE DIVERSION



**8,552 Tons of waste recycled**

We diverted 20.78% of our solid waste from landfills by recycling our waste.

## GREEN SITE PROGRAM



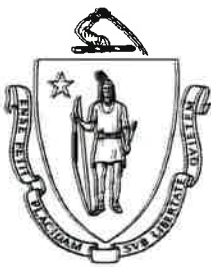
Our GREEN Site program is an internal certification program that recognizes sites that have completed specific actions to reduce their location's environmental impact.

*Level 1 – 490  
Level 2 – 489*

*Non-certified – 4*

## 19.8 **PROMPT PAYMENT DISCOUNT FORM**

The Prompt Payment Discount Form is included on the following page.



**COMMONWEALTH OF MASSACHUSETTS**  
**Prompt Pay Discount Form**  
**(Invoice discounts for receiving fast payments)**

Revised 3/9/07

**Bidder Name: Motorola Solutions, Inc.**

**Vendor Code (VCUST): VC**

**Contract/RFR Number(s): COMMBUYS Bid#: BD-21-1060-ITD00-ITD00-55256**

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

**5% - 10 Days**  
**4% - 15 Days**  
**3% - 20 Days**  
**2% - 30 Days**

If no discount is offered enter 0%

<b>Prompt Payment Discount %</b>	<b>Payment Issue Date w/in</b>
<b>0 %</b>	<b>10 Days</b>
<b>0 %</b>	<b>15 Days</b>
<b>0 %</b>	<b>20 Days</b>
<b>0 %</b>	<b>30 Days</b>

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature Patty Holt Date: April 6, 2021

Contractor/ Bidder Authorized Signatory Print Name and Title: Patty Holtschneider / MSSSI Vice President

Sensitivity level – high (when filled in) low (when blank)

## 19.9 BUSINESS REFERENCE FORM

The Business Reference Form is included on the following pages.

# Business Reference Form

## Reference Guidelines

1. The bidder must provide five (5) business references.
2. References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

## Request for Response (RFR) Information

**Bidder:** Motorola Solutions, Inc.

**RFR Name/Title:** Document Title: Commonwealth of Massachusetts Interoperable Radio System Modernization – System Architecture and Implementation Services (CoMIRS Modernization Part 2 RFR)

**RFR Number:** COMMBUYS Bid#: BD-21-1060-ITD00-ITD00-55256

## Reference Information

**Reference Name:** State of Tennessee      **Contact:** Arnold Hooper  
**Address:** 225 Ezell Pike, Nashville TN 37217      **Email Address:** Arnold.hooper@tn.gov  
**Phone Number:** 615-365-1620      **Fax/Other Number:** [Click here to enter text.](#)  
**Description and dates(s) of commodities/services provided:** Statewide P25 LMR Network, 125 Sites, 42K Users. Completed 2015. See section 5.4.2 for additional info.

**Reference Name:** State of Mississippi      **Contact:** Vicki Helfrich  
**Address:** 412 E. Woodrow Wilson Ave, Jackson MS 39216      **Email Address:** vhelfrich@wcc.ms.gov  
**Phone Number:** 601-359-5347      **Fax/Other Number:** [Click here to enter text.](#)  
**Description and dates(s) of commodities/services provided:** Statewide P25 LMR Network, 141 sites, 45K Users. Completion Date 2015. See Section 4.4.2 for additional info.

**Reference Name:** State of Illinois      **Contact:** Donald Buttitta  
**Address:** 801 S. Seventh St., Springfield IL 62703      **Email Address:** Donald.buttitta@illinois.gov  
**Phone Number:** 217-720-1952      **Fax/Other Number:** [Click here to enter text.](#)  
**Description and dates(s) of commodities/services provided:** Statewide P25 LMR Network, 270 RF Sites, 65K Users. Completed 2007. See Section 4.4.2 for additional info.

**Reference Name:** State of Maryland **Contact:** Norm Farley  
**Address:** 100 Community Place, Crownsville MD 21032 **Email Address:** norman.farley@maryland.gov  
**Phone Number:** 443-440-1677 **Fax/Other Number:** [Click here to enter text.](#)  
**Description and dates(s) of commodities/services provided:** Statewide P25 LMR Network, 148 Sites, 94K Users. Completed 2018 (Phase 1-4). See Section 4.4.2 for additional info

**Reference Name:** State of Connecticut **Contact:** Clayton Northgraves  
**Address:** 111 Country Club Rd., Middletown CT 06457 **Email Address:** clayton.northgraves@ct.gov  
**Phone Number:** 860-888-1285 **Fax/Other Number:** [Click here to enter text.](#)  
**Description and dates(s) of commodities/services provided:** Statewide P25 LMR Network, 89 Sites, 16K Users. Completed 2020. See Section 4.4.2 for additional info.



## 19.10 ELECTRONIC FUNDS TRANSFER FORM (EFT)

The Electronic Funds Transfer Form (EFT) Form is included on the following pages.



# COMMONWEALTH OF MASSACHUSETTS

## OFFICE OF THE COMPTROLLER

### Electronic Funds Transfer (EFT) Authorization Agreement

Complete this form to enroll, modify, or terminate an existing in electronic funds transfer (EFT) agreement with the Commonwealth of Massachusetts Departments.

#### PART I: REASON FOR SUBMISSION – See Instructions on Page 2

New Enrollment ☒

Change Enrollment ☐

Cancel Enrollment ☐

Document Included: Voided Check ☐

Bank Letter ☒

#### PART II: ACCOUNT HOLDER INFORMATION- See Instructions on Page 2

Account Holder Legal Name:  
Motorola Solutions, Inc.

DBA Name:  
Motorola Solutions, Inc

Street Address:

500 W Monroe

City:  
Chicago

State:  
IL

Zip Code:

Account Holder Tax Identification Number (9 digits EIN or SSN)  
EIN: 36-1115800

EIN:

SSN:

#### PART III: FINANCIAL INSTITUTION INFORMATION- See Instructions on Page 2

Financial Institution Name:

Bank of America

Routing Number (only nine digits):

111000012

Account Number:

3756319806

Account Type (Checking or Saving):

Checking

**IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED**

Old Financial Institution Name:

Old Routing Number (only 9 digits):

Old Account Number:

Old Account Type(Checking or Saving):

#### PART IV: VENDOR/CUSTOMER CONTACT INFORMATION: This is the person we will contact for any questions regarding this EFT – See Instructions on Page 2

Contact Person's Name:

Waclaw Waligora

Contact Person's Title:

Accounts Receivable Analyst

Contact Person's Phone:

888-919-6551

Contact Person's Email Address:

waclaw.waligora@motorolasolutions.com

#### PART V: AUTHORIZATION- See Instructions on Page 2

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

☒ I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.

☐ I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

**Account Holder must sign and mail this EFT form and include a confirmation of account information on bank letterhead or a void check and mail to the Commonwealth Department you are doing business with.**

Account Holder Authorized Signature:

Print Name: Susan Davoren

Date:

Title Controller

1/21/2021



**PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT** – See Instructions on Page 2

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID:

Three letter Department Code:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone # \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT**

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

**PART I: REASON FOR SUBMISSION**

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment.

**PART II: ACCOUNT HOLDER INFORMATION**

- Account Holder Name: Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- DBA Name: Enter the DBA name if applicable.
- Street Address: Enter the account holder's street address.
- Enter the account holder's city, state, and zip code.
- Account Holder Tax Identification Number: Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

**PART III: FINANCIAL INSTITUTION INFORMATION**

- Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
  - **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- Routing Number: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Account Number: Enter the account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the account type (Checking or Saving).
- If account holder is changing the banking information, you must provide OLD banking information.
- Old Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
- Old Routing Number: Enter the Old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Old Account Number: Enter the Old account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the Old account type (Checking or Saving).
  - **NOTE:** Supporting bank documents must be in the account holder legal name only.
- If you do not submit this information, your EFT authorization agreement will be returned without further processing.

**PART IV: CONTACT INFORMATION**

- Enter the name and title of a contact person who can answer questions about the information submitted on this EFT form.
- Enter the contact person's telephone number. Enter the contact person's e-mail address.

**PART V: AUTHORIZATION**

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Commonwealth Department that you doing business with.

**PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT**

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.










# 2021-11-09 CoMIRS Modernization RFR - Contract Package (BD-21-1060-ITD00-ITD00-55256, PCR-21-00341)


Final Audit Report

2021-11-10

Created:	2021-11-09
By:	Scott Bailey (Scott.W.Bailey@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb5MNGL6rtpWUenNjb2qUxCsKOJCx5nyQ

## "2021-11-09 CoMIRS Modernization RFR - Contract Package (BD-21-1060-ITD00-ITD00-55256, PCR-21-00341)" History


-  Document created by Scott Bailey (Scott.W.Bailey@mass.gov)  
2021-11-09 - 3:14:53 PM GMT- IP address: 108.7.50.8
-  Document emailed to Patty Holtschneider (patty.holtschneider@motorolasolutions.com) for signature  
2021-11-09 - 3:26:40 PM GMT
-  Email viewed by Patty Holtschneider (patty.holtschneider@motorolasolutions.com)  
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-  Document shared with Annemarie Kates (annemarie.kates@mass.gov)  
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-  Document shared with Elizabeth Rooney (Elizabeth.Rooney@Mass.gov)  
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-  Document e-signed by Patty Holtschneider (patty.holtschneider@motorolasolutions.com)  
Signature Date: 2021-11-09 - 3:29:00 PM GMT - Time Source: server- IP address: 173.50.82.37
-  Document emailed to Curtis Wood (curtis.wood@mass.gov) for signature  
2021-11-09 - 3:29:05 PM GMT
-  Email viewed by Curtis Wood (curtis.wood@mass.gov)  
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-  Document e-signed by Curtis Wood (curtis.wood@mass.gov)  
Signature Date: 2021-11-09 - 4:07:12 PM GMT - Time Source: server- IP address: 174.205.160.226

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 Document shared with agapi.koulouris@mass.gov

2021-11-09 - 6:52:35 PM GMT- IP address: 108.7.50.8

 Document e-signed by Jamison Gagnon (jamison.r.gagnon@mass.gov)

Signature Date: 2021-11-10 - 9:36:53 PM GMT - Time Source: server- IP address: 170.63.67.131

 Agreement completed.

2021-11-10 - 9:36:53 PM GMT